This Agreement, made/this ..... 8th day of ..... September between THE AMERICAN OIL COMPANY, a Maryland corporation, Lessor, and ..... Helen K. Psillas, widow , of Greenville, S. C. Lessee, ·

## WITNESSETH:

1. That in consideration of the covenants and agreements of Lessee hereinafter set forth, Lessor does hereby lease to said Lessee the following described real estate located in the County of ... Greenville and State of ..... S. C. , to-wit: Beginning at an iron pin located 100.8' N 20° E of the intersection of the northwestern side of North Main Street with the northeastern side of West Elford Street; thence run N 64° 45' W a distance of 96.46' to an iron pin; thence run N 20° 55' E a distance of 43.1' to an iron pin; thence run S 690 17' E a distance of 95.3' to an iron pin located in the northwestern R/W of North Main Street; thence run S 200 W with said R/W a distance of 50.81 to the point of beginning.

together with all improvements thereon.

- 2. TERM: TO HAVE AND TO HOLD the same for a period commencing September 1, 1961 and ending 9-30-61 & thereafter from month to month and terminate this lease at any time upon thirty (30) days' notice in writing given to Lessee of Lessor's intention to do so.
- 3. RENT: Lessee agrees to pay to Lessor as rent for said premises the sum of Three Hundred Dollars (\$ 350.00 ) per month, payable mankx next at the office of Lessor at P. O. Box 5077, Atlanta 2, Georgia # on the 25th day of each month

4. USE OF PREMISES: Said leased premises shall be used by Lessee as a restaurant ....., and for no other purpose without the written consent of Lessor first had and obtained, and Lessee agrees that no beer, wine or intoxicating liquors or beverages shall be sold or handled or permitted to be sold or handled on said leased premises, and that no part of the said leased premises shall be used for the purpose of conducting or carrying on the business of selling, handling or dealing in gasoline, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel to be used for internal combustion engines, or lubricants in any form.

- 5. INDEMNITY: Lessee agrees that Lessor, its agents and employees, shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including Lessee) on or off the premises, arising out of or resulting from Lessee's use, possession or operation thereof, or from defects in the premises whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal or replacement of any improvements thereon, whether due in whole or in part to negligent acts or omissions of Lessor, its agents or employees; and Lessee for himself, his heirs, executors, administrators, successors and assigns, hereby agrees to indemnify and hold Lessor, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys fees incurred by or imposed on Lessor in connection therewith) for such loss, damage, injury or other casualty.
- 6. ASSIGNMENT, SUBLETTING, ENCUMBRANCES: Lessee agrees that it will not assign, mortgage or encumber this lease, or sublet the said premises, nor shall Lessee suffer any lien or encumbrance to be placed on the leasehold hereby created, or any part thereof, by operation of law or otherwise, without the written consent of the Lessor first had and obtained.

Form 830-2D 1-61

(continued)