

State of South Carolina,  
County of Greenville,

## L E A S E

This Agreement made and entered into this \_\_\_\_ day of May, 1931, by and between C. O. Milford, of the First Part, hereinafter called the Lessor, and S. W. Craver, of the Second Part, hereinafter called the Lessee:

## W I T N E S S E T H:

The Lessor does hereby lease and demise unto the Lessee, for the sole purpose of operating therein and thereupon a motion picture theater, all that certain storeroom or theater building situate on the East side of North Main Street, in the City of Greenville, S. C., in the block bounded by Main, Oak, Brown and North Streets, which building is known and designated as No. 218 North Main Street, together with such theater equipment and material as is now stored on said premises, saving and excepting, however, from said premises so much thereof as is now leased to and occupied by (1) Toastee Sandwich Shop, and (2) Nick Leventes, with the full right and privilege of ingress or egress to said tenants and their customers and/or patrons as now used and established by them.

To have and to hold unto the Lessee for and during the term of five years, commencing June 1, 1931, and ending May 31, 1936, reserving and paying unto the Lessor the rental hereinafter provided.

The Lessee does hereby agree to rent said premises and to pay therefor to the Lessor for and during the first two years of said term a rental of Two Hundred Seventy-Five (\$275.00) Dollars per month, and for and during the last three years of said term a rental of Three Hundred Twenty-Five (\$325.00) Dollars per month, said rentals to be paid monthly in advance on the first day of each and every month during the full term of said lease.

Should any installment of rent be more than thirty days in arrears, then, and in such event, the Lessor may at his option either declare the full amount of the rent for the entire term immediately due and payable and proceed to collect the same by legal process, or may declare this Lease terminated and take immediate possession of the premises, collecting the rent up to the redelivery of the possession of said premises.

The Lessee hereby covenants that he will use said premises only for the purpose of conducting a motion picture theater, and that he will not carry on, or permit to be carried on, upon said premises, or suffer to be done, anything which may render an increased or extra premium payable for the insurance of the said building against fire, or which may make void or voidable any policy for such insurance; that he will not subrent said premises nor any part thereof, nor assign this Lease without the written consent of the Lessor, and that at the expiration or sooner termination of this Lease he will deliver up to the Lessor peaceable possession of said premises and theater equipment and material in as good condition as they now are, reasonable wear and tear alone excepted.

The Lessor agrees that during the term of this Lease he will keep the outer walls, roof and the outside of said building in proper and substantial repair. The Lessee covenants and agrees that he will make all necessary alterations or repairs to the interior of said building at his own expense, and that he will pay all light and water bills, and will furnish, free of any charge or cost, necessary heat to the two storerooms now occupied by (1) Toastee Sandwich Shop, and (2) Nick Leventes, and that he will save harmless the Lessor from any claims for damages to either person or property, arising out of the use of the said building for the purposes of operating a motion picture theater therein.

The Lessee further covenants that all repairs and improvements made to said building by the Lessee shall become the property of the Lessor upon the termination of this lease.

Should the Lessee at any time during the term of this Lease become insolvent, or file a Petition in Bankruptcy, or should a Petition in Bankruptcy be filed against him, or should the Lessee violate any of the covenants of this Lease, the Lessor may at his option declare this lease terminated and it shall thereupon become null and void, and the Lessor shall have the right to take possession of the said premises upon thirty days' notice.

In the event that the building should at any time, without the fault of the Lessee, be destroyed or so damaged by fire as to be unfit for occupation and use, then thereon herein reserved, or a fair and just portion thereof, according to the nature and extent of the damage sustained, shall, until said building shall have been reinstated and made fit for occupation, be suspended and cease to be payable, or the Lessee may at his option terminate this Lease without further liability.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

In the presence of:  
W. T. Henderson,  
A. G. Hart.

C. O. Milford, (LS)  
Lessor  
S. W. Craver, (LS)  
Lessee

(OVER)

See Amendment to Lease See Deed Book 179, Page 176.