

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

LEASE AGREEMENT.

THIS AGREEMENT made and entered into this 20th day of April, 1946, by and between George Wright as Executor and Trustee under the Last Will and Testament of Nicy Ann Wright, deceased, George Wright, Frances C. Floyd, Mary Cauble Thomas Green, Frances W. Izlar, William Izlar and Wright Izlar, H. L. Wright, Jr., Mary Lee Wright Nunnally and Elizabeth Wright Cheatham, hereinafter called the Lessors, and Textile Amusement Company, Inc., a corporation incorporated under the laws of the State of South Carolina, hereinafter called the Lessee,

W I T N E S S E T H:

That for and in consideration of the payments made and to be made by the Lessee, as hereinafter provided, and of the covenants made by the Lessee hereinafter set forth, the Lessors hereby lease and demise unto the Lessee the following described property:

A lot and building located at the Southeast corner of North Main and East North Streets, in the City of Greenville, County of Greenville, State of South Carolina, fronting 42 feet, more or less, on North Main Street and having a depth of 108 feet, more or less, along the South side of East North Street.

TO HAVE AND TO HOLD said premises unto the Lessee, its successors and assigns, for and during the term of ten (10) years, beginning on the 1st day of November, 1946, and ending on the 31st day of October, 1956, for the use and purpose of operating therein a picture show.

In consideration of the premises, the Lessee does hereby covenant and agree that it will pay unto the Lessors a rental of Eighty-Four Thousand (\$84,000.00) Dollars, payable at the rate of Seven Hundred (\$700.00) Dollars per month, on the 1st day of November, 1946, and on the first day of each and every month thereafter for the entire term of this lease. Upon default in the payment of one month's rent or failure on the part of the Lessee to perform any of the covenants and agreements hereinafter contained, the Lessors may: (1) declare the entire amount of the rent for the balance of the term immediately due and payable and take such steps as they may deem advisable in law or in equity to collect the same, or enforce any lien which they might have for the payment thereof, or (2) declare this lease cancelled and take possession of the premises immediately with the right to collect from the Lessee any amount of rent due hereunder prior to the time of the cancellation thereof by Lessors.

The Lessee hereby agrees to take the premises and building as they now are and to make the necessary repairs, improvements and/or alterations at its own expense, and the Lessors shall not be called upon to make any alterations, repairs or improvements during the term of this lease.

The Lessee covenants and agrees with Lessors that it will not use nor permit said premises to be used for any unlawful purpose nor permit thereon anything which may be or become a nuisance, and that it will not do, nor permit to be done, on said premises anything which may render void or voidable any policy of insurance on said premises against fire; nor which may cause the Lessors to pay a fire insurance or other insurance premium at a rate in excess of that which they are now paying, and that it will deliver up said premises to the Lessors at the termination of this lease in as good condition as they shall have been at the beginning of the term, reasonable wear and tear alone excepted.

The Lessee covenants and agrees that it will furnish at its own expense during the term of this lease all gas, heat, water and lights used on said premises.

The Lessee covenants and agrees to indemnify and save harmless the Lessors from any injuries, damages or liabilities to any persons or property whatsoever by reason of the con-