

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AGREEMENT

WHEREAS on or about the 1st day of November 1928 a lease and agreement was entered into by and between Ed. C. Curdts of Greenville, S. C. and Milton Starr of Nashville Tenn. whereby the said Milton Starr leased the contents and good will of the Liberty Theatre, on the West side of Spring Street in the City of Greenville in the State and County aforesaid, from the said Ed. C. Curdts, lease being recorded on November 1, 1928 in the office for R. M. C. Of Greenville County in Deed Book 147 at Page 193, reference to which is hereby craved, and,

Whereas, the said Ed. C. Curdts, by agreement dated November 13, 1926, purchased from one S. L. McBee, the Majestic Theatre Building, situated on the East side of North Main Street in the City of Greenville, County and State aforesaid being the same property conveyed to S. L. McBee, by L. J. Jennings, by deed dated January 1, 1916, recorded in R. M. C. Office for Greenville County in Deed Book 36 at Page 94; this purchase of Ed. C. Curdts, being recorded in R. M. C. Office for Greenville County in Deed Book 111 at Page 363, and,

Whereas the said Ed. C. Curdts has leased the said Majestic Theatre to Ralph Wooten, said lease not being recorded, and whereas the said Ralph Wooten has permitted negroes to occupy the balcony in the said Majestic Theatre, and whereas a disagreement has arisen between the said Milton Starr and the said Ed. C. Curdts and Ralph Wooten as to the use of this balcony for negroes, and whereas the said Ralph Wooten and Ed. C. Curdts have decided to discontinue the use of the balcony for the negroes,

Now therefore know all men by these presents, that we, Ralph Wooten, Lessee and Operator of the Majestic Theatre and Ed. C. Curdts and the Trio Amusement Company, a corporation, as our interests may be, for and in consideration of the faithful compliance by the said Milton Starr of the above referred to lease, and in further consideration of the sum of \$5.00 to each of us paid by Milton Starr, receipt of which is hereby acknowledged, do hereby covenant and agree for ourselves, our heirs, administrators, successors and assigns with the said Milton Starr, his heirs, administrators, successors and assigns, to close the negro balcony referred to in said petition, so far as the negroes are concerned, and to prohibit and to refuse to permit negroes or persons of African descent from and to entering the said Majestic Theatre Building, except those that are employed by the said referred to parties, or entering on business with them or either of them.

It is understood and agreed that this agreement is to remain in full force and effect only for the life of the above referred to lease between the said Ed. C. Curdts and the said Milton Starr, and the said parties agree to faithfully perform their covenants.

In witness whereof we hereunto set our hands and seals, this the 27th day of March 1930.

Witness:

H. C. McKnight
John E. Johnston

Ed. C. Curdts (L.S.)
Ralph Wooten (L.S.)
Trio Amusement Co. (L.S.)
BY: Ed. C. Curdts, Pres.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me John E. Johnston and made oath that he saw the within named Ed. C. Curdts, Ralph Wooten and Trio Amusement Company a corporation by Ed. C. Curdts President sign, seal and as their act and deed deliver the within written instrument and that he with H. C. McKnight witnessed the execution thereof.

Sworn to before me this 27th
March 1930

John E. Johnston

J. Walter Moon (SEAL)
Notary Public for S. C.

Recorded this the 27th day of March 1930 at 2:30 P. M.

END OF Doc

SOUTH CAROLINA
COUNTY OF GREENVILLE

Hicks Jones lessor in consideration of the rental hereinafter mentioned, have granted, bargained, and released and by these presents do grants, bargain, and lease unto Dr. S. E. Lee, lessee for the following use, viz.: Residence One seven room Stone Bungalow on Arcidia Drive, North Gates RDW owned by lessor, for the term of One Year From the First day of April 1930, and the said lessee in consideration of the use of said premises for the said term, promises to pay the said lessor the sum of Fifty and No./100 Dollars per month payable in advance. The lessee hereby agree to take the building just as it stands unless otherwise

agreed upon in writing, and the lessee only require of the lessor the use of the premises for the business mentioned but no other. The lessor to repair the roof, should it leak, it is also fully agreed that the roof is considered sound and the lessor not to pay any damages from leaks should any occur. Use of premises for any business other than herein called for shall cancel this lease if the lessor so desires and give notice of same in writing.

If the business is discontinued or the premises vacated before the expiration of the lease then the whole of the unexpired time becomes immediately due and payable.

Outside signs to be erected that may connect with the parapet or any outside part of the building must be consented to by the lessor before being erected. Lessor to repair drive so it will keep water out of basement, & stand necessary traffic. Lessor agrees to furnish lumber for shelves in all closets. The lessor agrees that all work already done on house will be paid for by said Lessor, and that if leaks are not fixed it will be at the expense of Lessor. It is also agreed that if the present Hot water tank does not heat water it will be exchanged for one that will give satisfaction. The Lessor also agrees that if there are other repairs to be made from natural causes and not by the negligence of Lessor the Lessee will pay form them out of rent to be paid to Lessor, Any other expense other than repairs to house will be paid for by Lessee. The Lessee is to deduct from the last months rent the actual cost of wiring house for Elec. Range. The Lessee to have option to buy house at any time during the term of said Lease.

To have and to hold the said premises unto the said lessee Dr. S. E. Lee executors or administrators for the said term. It is agreed by the parties hereto that this lease shall continue from year to year on the same terms, unless the party desiring to terminate it after the expiration of the term above mentioned give to the other party one months written notice previous to the time of the desired termination, but the destruction of the premises by fire or making it unfit for occupancy or other casualty, or one months arrear of rent, shall terminate this lease, if the lessor so desires. The lessee agree to make good all breakage of glass and all other injuries done to the premises during the term, except such as are produced by natural decay, and agree to make no repairs, improvements or alterations in the premises without the consent of the lessor nor sub-rent without the lessors written consent.

The lessee hereby acknowledges having a duplicate of this lease.

Witness our hands and seals the 26th day of March 1930

Witness:

Isabel Orr
J. C. Pressly

Hicks Jones. (SEAL)
S. E. Lee. (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally, comes Isabel Orr and makes oath that she saw the within named Hicks Jones and Dr. S. E. Lee sign and seal the within written instrument, and that she with J. C. Pressly witnessed the execution thereof.

Sworn to before me this 27th
day of March 1930

Isabel Orr.

J. C. Pressly (L.S.)

Notary Public, S. C.

S. C. Stamps \$0.24

Recorded this the 28th day of March 1930 at 10:55 A. M.

END OF Doc