

State of South Carolina,
County of Greenville.

This indenture made and entered into this the 8th day of May, 1937, by and between A. F. Day, Alice Day Carroll and J. Ed. Carroll, all of the County and State aforesaid, and hereinafter referred to as Lessors, and S. E. Reevin, of the County of Buncombe, State of North Carolina, hereinafter referred to as Lessee:

Witnesseth:

That whereas, the Lessors herein, in consideration of the rental hereinafter mentioned, have granted, bargained and leased, and by these presents do grant, bargain and lease unto S. E. Reevin, Lessee, all that portion of a building owned by said Lessors and situate on Greene Avenue Extension, being a part of lot No. 11 of Block F, according to a plat of Melrose Land Company, which plat is recorded in the R. M. C. Office for Greenville County, reference to same being hereby craved for a more definite description, and being and including that portion of said building and property used as a theatre or amusement house, together with all equipment now situate therein, including among other thing, 177 veneer seats, now installed, the cooling system 2 projectors numbers 44465 and 44449 respectively, together with all other equipment now situate in said building and used in connection with said moving picture business, for a term of one year beginning July 1st, 1937, and the said Lessee in consideration for the use of said premises and equipment for the said term promises and agrees to pay to the said lessors the sum of Seven hundred and twenty Dollars (\$720.00) payable as follows: Three hundred and sixty dollars (\$360.00) on the execution and delivery of this instrument of writing, which sum shall be the full rental up to January 1st, 1938, that the balance of said rental sum shall be paid in six equal monthly installments payable in advance, the first monthly payment being due and payable January 1st, 1938.

It is further agreed by and between the parties hereto that the Lessee will at his own expense and cost do all necessary repairs to the interior of said theatre building, booth, lobby and front of said building and repairs to all projectors and other equipment hereby leased at an expenditure of not less than Twelve Hundred Dollars (\$1,200.00) such repairs and expenditures to be made and completed on or before July 1st, 1937, and before this lease shall become effective at the option of the Lessors; that in order to do the said necessary repairs to the said building and equipment the Lessors herein give immediate possession to said premises and property to the said Lessee.

It is further provided and made a part of this lease or agreement that the said Lessee shall have the option to renew said lease for an additional term of five years for and at a rental sum of Sixty Dollars (\$60.00) per month, payable in advance, and beginning July 1st, 1938, provided, however, that the said Lessee exercises said option thirty days prior to July 1st, 1938 and notifies the said Lessors to that effect; it is further provided and made a part of this agreement that should the said Lessee herein exercise his option to renew said lease for an additional term of five years beginning July 1st, 1938, then in that event he shall have the further right, option and privilege to renew said lease for an additional term of Five years at a rental to be agreed upon by and between the parties hereto, not to exceed the sum of Seventy five Dollars (\$75.00)

To have and to hold the said premises unto the said Lessee, his Executors, Administrators and assigns for the said term or terms herein above provided; and it is further provided and made a part of this agreement that the said Lessee is not to assign said lease or sub-rent said premises or any part thereof without the written consent of the Lessors and agrees to make good all breakage of glass, and all other injuries done to the said premises or property during the life of this indenture, except such as are produced by natural decay and unavoidable accidents; and agrees further to make no repairs, improvements or alterations in the premises, other than hereinabove provided, without the written consent of the Lessors.

Witness our hands and seals in duplicate the year and date first above written.

Witnesses:

J. G. Leatherwood,
Ernestine Leatherwood.

A. F. Day (SEAL)
Alice Day Carroll (SEAL)
J. Ed. Carroll (SEAL)
Lessors.
Sam E. Reevin, (SEAL)
Lessee.

State of South Carolina,
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Personally comes Ernestine Leatherwood and makes oath that she saw the within named A. F. Day, Alice Day Carroll and J. Ed. Carroll, the within named Lessors, sign and seal the within written instrument, and that she with J. G. Leatherwood witnessed the execution thereof. Sworn to before me this 8th day of May, 1937

J. G. Leatherwood.

Notary Public for South Carolina.

Ernestine Leatherwood.