

Mortgage on Lease

This Indenture, made the 30th day of March nineteen
hundred and thirtyfive.

Between Virginia Dare Stores Inc., a New York corporation,
having its place of business at 370 Seventh Avenue, New York City,
the mortgagor and American Show Case & Mfg. Co., of Michigan
corporation, having its place of business at 5225 Grand River
Avenue, Detroit, Michigan, the mortgagee.

Whereas, Etta B. Burgess of ~~Bethel~~, ^{Colleton} South Carolina,
did, by a certain Indenture of ~~Deed~~, bearing date the 9th day
of February, 1935 demise, lease, and to farms sit unto Virginia
Dare Stores Inc., and to its successors ~~and assigns~~, all and
singular and premises ~~hereinafter~~ ^{now} ~~hereinafter~~ ^{and} ~~hereinafter~~
together with their appurtenances, To have and to Hold
the same unto the said ~~Virginia~~ ^{of} Dare Stores Inc., and to
its successors and assigns ~~by~~ ^{for} ~~for~~ during and until
the full end and term of five yrs. 4 mo. from the 1st day
of March 1935 fully to be complete and ended, yielding and
paying therefor unto the said Etta B. Burgess and to her
heirs, executors, administrators or assigns, the rent called
for ~~six~~ ^{one-half} paid ~~yearly~~ being based upon six and one-half
 $(6\frac{1}{2}\%)$ per cent ^{of} ~~per~~ ^{of} the gross sales of the mortgagor ~~and~~
demised premises, with certain annual ~~payments~~ ^{on} ~~and~~ ^{on} ~~the~~
terms as enfranchised in the lease itself.

tee is enfranchised in the lease itself.
Whereas, the mortgagor is fully satisfied and
mortgagor in the sum of at least Thirteen thousand and Dollars
(\$13,000.) lawful money of the United States to the said three
thousand Dollars (\$3,000.) on April 1935, and as further
provided in a contract between the mortgagor and the
mortgagor dated March 6th, 1935, the mortgagor for the
better securing the payment of the said sum of money
mentioned in the condition of the said contract, a obliga-
tion, with interest thereon, and also in consideration of the
sum of one dollar to the mortgagor in hand paid by the
mortgagor, the receipt whereof is acknowledged, has
granted, bargained, sold, assigned, transferred and set
over, and by these presents does grant, bargain, sell,
assign, transfer and set over unto the mortgagee, its
successors and assigns.

All the leasehold, estate of the mortgagor in and to the store room situated on the west side of North Main Street between Coffee and North Streets, said premises being part of the building known as 119 North Main Street this description is intended to include the entire premises described in the aforementioned lease); and also all the mortgagor's right, title and interest in and to the said lease.

Together with all and singular the edifices, buildings, rights, members, privilege and appurtenances thereto belonging or in any wise appertaining: And also all the estate, right, title, interest, term of years not to