

equipment, furniture, fixtures and supplies in the operation of the Ritz Theatre during said two months period.

(4) The Parties of the First Part warrant that there are no debts or liabilities chargeable against said machinery, equipment, furniture, fixtures and supplies, and that the same are free of all liens and encumbrances and that the Party of the Second Part is by this agreement vested with a good, marketable title thereto, free of liens and encumbrances.

(5) The Parties of the First Part agree to pay all taxes, licenses and other charges which are now or may become a lien or charge against said machinery, equipment, furniture, fixtures and supplies.

(6) It is understood and agreed that this agreement vests title to said property in the Party of the Second Part and that the Parties of the First Part reserve only the right to use the same from the date of this agreement to and including December 31, 1947. The Parties of the First Part further agree to turn over and deliver possession of said machinery, equipment, furniture, fixtures and supplies to the Party of the Second Part not later than 12:00 o'clock midnight December 31, 1947, in good sound condition, reasonable wear and tear alone excepted.

(7) The Parties of the First Part further agree to surrender possession of the real property hereinabove referred to which they now occupy at the Southeast intersection of North Main and East North Streets not later than 12:00 o'clock midnight December 31, 1947.

(8) It is further understood and agreed that the Parties of the First Part shall not pay to the Party of the Second Part any sum or sums of money as rental for the premises from November 1, 1947 to December 31, 1947.

(9) The Parties of the First Part hereby agree to deposit the sum of Eight Thousand (\$8,000.00) Dollars paid to them by the Party of the Second Part for said machinery, equipment, furniture, fixtures and supplies with First National Bank of Greenville, S.C., in escrow, as guaranty of the faithful