

be ascertained on final accounting in accordance with the agreement heretofore made, and to be divided in accordance with said agreement, subject to this assignment.

Witness the signatures and seals of the Board of Trustees of Chicora College, by S.C. Byrd, Secretary and Treasurer, and the said Thomas M. Walker Company, by Thomas M. Walker, President, at Greenville, South Carolina, this the 11th day of November, 1919.

Signed, sealed and delivered

in the presence of:

E.M. Blythe,
C.F. Haynsworth.

The Board of Trustees of
Chicora College

By S.C. Byrd, (Seal)
Secretary & Treasurer.

The Thomas M. Walker Company

By Thos. M. Walker (Seal)
President.

State of South Carolina,
County of Greenville.

Personally appeared before me E.M. Blythe, who being duly sworn says that he saw the Board of Trustees of Chicora College, by S.C. Byrd, Secretary and Treasurer, and the Thomas M. Walker Company, by Thos. M. Walker, President, sign, seal and as their act and deed, deliver the above written instrument and that he with C.F. Haynsworth witnessed the execution thereof.

Sworn to and subscribed before me

this 5, day of March 1920.

R.F. Watson (L.S.)

E.M. Blythe

Notary Public for S.C.

Recorded March 5th, 1920.

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State of South Carolina,
Greenville County.

For value received I, J.F. Gallivan, do hereby release and relinquish the within described strip of land designated as Lot No. 3 from the lien of a mortgage given to me by A.C. Walker and H.B. Bates on the 23rd, day of May 1919 in the sum of \$25,000.00, which mortgage is recorded in the R.M.C. office for Greenville County in Vol. 75, at page 163.

In witness whereof I do hereunto set my hand and seal this the 23rd, day of March 1920.

L.K. Clyde,

J.F. Gallivan -

H.F. Gallivan.

State of South Carolina,
Greenville County.

Personally appeared before me L.K. Clyde and made oath that he saw the above named J.F. Gallivan sign, seal and as his act and deed deliver the above written release and that he with H.F. Gallivan witnessed the execution thereof.

Sworn to before me this 23rd, day of March 1920.

J.G. Leatherwood
Notary Public for S.C.

L.K. Clyde

"For the Deed to the above Release, see deed book #55, at page 325."

Recorded April 13th, 1920.

State of South Carolina,

County of Greenville.

This Indenture made and concluded between Oscar Hodges and W.D. Hodges, as Trustees and Executors of the last will and testament of J.F. Hodges, deceased, parties of the first part, and May Brothers Inc., party of the second part, W-I-T-N-E-S-S-E-T-H:-

That the parties of the first part have hereby let and rented to the party of the second part, and the party of the second part has hereby hired and taken from the parties of the first part, store-room, number 215, situate on the west side of Main Street, in the City of Greenville, South Carolina, between Coffee and North Streets, same extending from Main to Laurens Street; also the upper floor of said building, together with the basement under the same, for the term of three (3) years, commencing on the first day of April, 1920, and ending on the first day of April 1923, at the yearly rental of Thirty-six hundred (\$3600.00) dollars, same to be paid by the party of the second part in monthly payments of Three hundred (\$300.00) dollars, in advance, the first payment to be made on April 1st, 1920, and the second payment to be made on May 1st, 1920, and said monthly payments to be made on the first day of each successive month thereafter during the term aforesaid, and the party of the second part shall, at the expiration of this lease, have the refusal of said premises for a further period of two (2) years, provided the parties can then agree upon the rent for same.

It is agreed and understood that nothing but a first class Moving Picture Show is to be conducted in said premises during the continuance of this lease.

It is further understood and agreed that the steam heating plant in the said building shall, at the expiration or other termination of this lease, belong to the party of the second part, but the parties of the first part shall have an option of purchasing said heating plant, and if the parties cannot agree upon the price, then the same to be fixed by three disinterested parties, one to be chosen by the parties of the first part, one by the party of the second part, and the other one to be selected by these two.

It is further understood and agreed that no damage, change or alteration in said building shall be done by the party of the second part, unless previously agreed upon by the parties hereto, and in case any damage be done by the party of the second part, or its servants or agents, to the walls or other parts of said store-room or building, the same shall be repaired by the party of the second part at its expense, and in case it fails to have the same done, then the parties of the first part can have it done and charge the expense thereof to the party of the second part.

It is further understood and agreed that the parties of the first part are not to be liable for any damage on account of leaks in roof, sewer, gas or steam pipes, or any other leaks of any kind during the continuance of this lease.

It is further agreed that in case said building or any part thereof, be destroyed by fire, or be so injured by the elements, or any other cause, as to be untenable and unfit for occupancy, then and in such event, this lease shall cease and determine, and both parties released from further continuance of the same.

It is further understood and agreed that the party of the second part is not to sub-rent or transfer this lease to any other person or corporation without the written permission and consent of the parties of the first part, and in case the party of the second part becomes -

(over)