

and agree that said owner may collect all rents now and hereafter due on said store and may apply the same toward the payment of said debt.

(2) In order to avoid weekly interest computations, all sums received by said owner shall be credited (without interest) as of the first day of January, the first day of April, the first day of July and the first day of October, thereafter in each year on account of said indebtedness.

(3) Said purchaser shall pay the premiums on all fire, tornado and theft insurances (whether such insurance be more or less than forty five thousand dollars) which may be required by any individual firm or corporation holding a mortgage or mortgages upon the property described in the original contract, or any part thereof, and said owner shall not be required to pay any portion thereof; and said purchaser shall pay all taxes and assessments on said property.

(4) Said purchaser hereby agrees to give assurance satisfactory in all respects to said owner, guaranteeing the latter against loss by reason of the fact that the mortgage now held by the United States Mortgage & Trust Company, assumed by said purchaser in such original contract, is in addition to covering the "Majestic Theatre Building" described in the first paragraph of said original contract, also covers certain other property belonging to the said S. L. Mee, situate on South Main Street, in the city of Greenville, in said county and State. If said purchaser is unable to give such assurance to the entire satisfaction of said owner, said purchaser hereby agrees that (even after the balance of his indebtedness to the owner, with interest thereon, be paid in full) until said owner's South Main Street property shall be released from the lien of said mortgage, he will continue to pay to said owner the sum of one hundred seventy-five dollars (\$175.00) each week, and said owner may continue to receive the rents from the "Davis and Fisher Store" hereinabove referred to, all such payments shall be deposited in the savings

department of the Woodside National Bank, at Greenville, South Carolina, to the credit of Title Guaranty & Trust Company as trustee, which trustee shall apply the same to the payment of said mortgage (as the semi-annual installment of principal and interest become due, then said owner's South Main Street property is released from the lien of said mortgage, said trustee shall pay any remaining amounts so deposited, with such interest as may accrue thereon, to the purchaser or his credit, if said mortgage be foreclosed before the owner's South Main Street property (which is hereby valued at fifty thousand dollars for the purposes of this agreement) be released from the lien thereof, and if said South Main Street property be sold under said mortgage, or if said owner shall pay any part of said mortgage debt in order to protect his interests, then said trustee shall pay any remaining deposits, with any accrued interest, to said owner to such extent as may be necessary to indemnify him for any loss sustained by him, if, after indemnifying said owner, there be any surplus, trust funds it shall be paid to said purchaser, or his order.

(4) Said owner shall be under no obligation to execute a deed to said purchaser, conveying the property referred to in said original agreement or any portion thereof, until the said owner's South Main Street property shall be released from the lien of said mortgage.

(5) Said owner and his family M. B. Prescott and his family and George Finley shall be admitted free of charge to any and all performances that may be given in the theatre known as the "Majestic Theatre" in the building referred to in said original contract.

(6) It is especially agreed by and between said parties that time is of the essence of this agreement, and that if said purchaser shall at any time fail to make any payment herein for in said original contract) under taken to be made by him within ten days after the same shall become due, or if he shall fail to fulfill any obligation assumed by him, this contract