

TITLE TO REAL ESTATE

45752 PROVISIONS-JANUARY CO.-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT.

The following Agreement is entered into by and between Dr. Henry Ross, (hereinafter called the Party of the First Part), and the Liberty Investment Company, a Corporation, (hereinafter called the Party of the Second Part);

WITNESSETH:

WHEREAS, an Agreement was entered into by and between C. M. Bauskett and the Liberty Investment Company, a Corporation, in connection with the heating of the building occupied by the Liberty Theatre, which agreement expired on September 7, 1944, and,

WHEREAS, the party of the First Part has purchased the building formerly owned by the said C. M. Bauskett and both the said Dr. Henry Ross and the said Liberty Investment Company are desirous of continuing the Agreement heretofore referred to,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Party of the First Part, for and in consideration of the payment to him by the Party of the Second Part of the sum of Five (\$5.00) Dollars per week, or fractional part thereof, during the time heat is needed in said building, does agree to furnish said heat and keep the furnace in operating during the hours required for the heating of that portion of the building owned by the Party of the First Part, except in case of strikes or failure of the heating equipment through no fault of the Party of the First Part.

The Party of the Second Part, for and in consideration of the promises on the part of the Party of the First Part, does hereby agree to pay the sum of Five (\$5.00) Dollars per week for each week that it is necessary to keep the furnace in operation.

IT IS UNDERSTOOD AND AGREED between the parties hereto that the heat in the building shall remain on so long as is necessary to keep the theatre portion of the building warm for the Party of the Second Part without any expense of any kind to the Party of the Second Part except for its proportionate part of the coal.

IT IS ALSO UNDERSTOOD AND AGREED that the Party of the First Part and the Party of the Second Part shall share equally the expense of the coal used in the heating of the entire building. The Party of the First Part is to have the right to purchase the coal, provided it is purchased at the cheapest price obtainable, with regard to the quality of the coal so purchased.

IT IS UNDERSTOOD AND AGREED that both parties to this Agreement shall share equally in the actual cost of all necessary repairs hereinafter made to furnace and all equipment thereto, stoker and all equipment thereto, and to main steam pipe and returns to boiler in the basement.

IT IS UNDERSTOOD AND AGREED that this Agreement is not retro-active in any way. The party of the First Part warrants that the furnace and the stoker are in first-class condition.

IT IS FURTHER UNDERSTOOD AND AGREED that for and in consideration of the promises hereinbefore made by the Parties to this agreement, said Agreement is to remain in full force and effect for a period of five (5) years from the date of this instrument.

IN WITNESS WHEREOF WE Have hereunto set our hands and seals this the 1st day of July, 1944, A. D.

Signed, sealed and delivered
in the presence of:

Nawana Cooper
Mary M. Rast

Henry F. Ross (L. S.)
PARTY OF THE FIRST PART.

Signed, sealed and delivered
in the presence of:

R. L. Wynne
Cullom Knotts.



LIBERTY INVESTMENT CO. A CORP.
BY: Alfred Stan, Secretary (L. S.)
PARTY OF THE SECOND PART.

STATE OF TENNESSEE
COUNTY OF DAVIDSON.

PERSONALLY APPEARS before me R. L. Wynne, who being sworn says that he saw the within named Liberty Investment Company, a corporation, by Alfred Stan, its Secretary, sign, seal and deliver the within written agreement, and that he with Cullom Knotts witnessed the execution thereof.

Sworn to and subscribed before
me this the 17 day of July, 1944.

R. T. Doster (SEAL)

R. L. Wynne

Notary Public for
Notary Public, Davidson County, Tenn.
My commission expires April 8, 1947.

