

The above property is conveyed subject to a right-of-way across the northeastern portion of said lot, 10 ft. in width, for an alley or street (now designated as Bailey Street).

Together with all equipment located in the theatre building on the described premises, including heating and cooling equipment, marquee, projecting machines, screen, sound equipment, ticket machine, display frames, and other miscellaneous supplies and fixtures.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said Boyd B. Horton and Dorothy M. Horton, their Heirs and Assigns forever. And ESCO, Inc., does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Boyd B. Horton and Dorothy M. Horton, their Heirs and Assigns, against it and its successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

And ESCO, Inc., further covenants and agrees with Boyd B. Horton and Dorothy M. Horton:

That it will pay all taxes, charges and assessments of every kind and nature that may be levied or charged on the premises herein described, whether the same be for State, County or City purposes, as soon as same may be due, collectible and payable. That it will effect and keep in force with an insurance company approved by Boyd B. Horton and Dorothy M. Horton such amount of insurance against loss by fire, lightning, windstorm and tornado upon the premises herein described as will be satisfactory to the said grantees; and will keep the policy or policies thereof constantly assigned and delivered to the grantees as further security for the indebtedness hereby secured, with the right and power in said Boyd B. Horton and Dorothy M. Horton to demand, receive and collect any and all money becoming payable thereunder, and to apply the same toward the payment of the indebtedness hereby secured unless same is otherwise paid. That in the event of failure of ESCO, Inc., to pay all taxes and insurance premiums as herein provided, Boyd B. Horton and Dorothy M. Horton shall have the right to pay the same, and all amounts so expended by them shall be deemed to be under as principal money bearing interest from date of expenditure at the rate of six per cent per annum, payable when the next succeeding installment of interest herein provided for comes due, and shall with interest thereon be secured by these presents.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if ESCO, INC., does and shall well and truly pay, or cause to be