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Glaze Bay

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made this 25th day of July, 1973, between PARKVIEW MALL, a joint venture consisting of K & H Investment Co., a partnership having its principal office in Richmond, Virginia, and R. C. S., Inc., a North Carolina corporation with its principal office in Winston-Salem, Forsyth County, North Carolina (Landlord), and ANCHOR COMPANY, INCORPORATED, a Virginia corporation having its principal office in Petersburg, Virginia (Tenant),

W I T N E S S E T H:

Landlord and Tenant have entered into a Lease Agreement, dated the 15th day of February, 1973 (the Lease Agreement), as amended by a First Lease Modification Agreement dated the 24th day of July, 1973, and as further amended by an Amendment of Lease dated the 25th day of July, 1973, whereby Landlord has leased to Tenant the parcel of land, together with all improvements, appurtenances, rights, privileges and easements thereunto belonging, all of which is more particularly described in Schedule A attached hereto and made a part hereof (the Leased Premises), and

A copy of the Lease Agreement is being held by Landlord and Tenant at their respective offices, and

Landlord and Tenant desire to enter into this Memorandum of Lease, which is to be recorded in order that third parties may have notice of the estate of Tenant in the Leased Premises and of the Lease Agreement, as amended,

NOW, THEREFORE, Landlord in consideration of the rents and covenants provided for in the Lease Agreement, as amended,

THIS INSTRUMENT DRAFTED BY:

*Richard E. Glaze*  
(SIGNATURE OF DRAFTSMAN)

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to be paid and performed by Tenant, does hereby let unto Tenant the Leased Premises.

The original term shall begin on or about August 1, 1973, and shall expire on January 31, 1994. Tenant is hereby given the right to extend the term of this lease beyond the original term for two successive renewal terms of five years each upon the terms and conditions stated in the Lease Agreement, as amended.

Tenant, for itself and its employees, invitees and customers, shall have the right of non-exclusive use, in common with others, of (a) automobile parking areas, driveways and footways, and of (b) such loading facilities and other facilities as may be constructed and designated from time to time by Landlord for the common use of tenants in the center, as more particularly described in the Lease Agreement, as amended.

Tenant may require Landlord to expand Tenant's store by an area of 10,000 square feet as more particularly described and upon the terms and conditions stated in the Lease Agreement, as amended.

All the terms, conditions, provisions and covenants of the Lease Agreement, as amended, are incorporated in this Memorandum of Lease by reference though written out at length herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed as of the date first above written.

LANDLORD

PARKVIEW MALL, a North Carolina joint venture consisting of K & H Investment Co., a Virginia partnership, and R. C. S., Inc., a North Carolina corporation

By:

K & H INVESTMENT CO.

By *Joe J. [Signature]* (SEAL)  
General Partner

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and By *[Signature]* (SEAL)  
General Partner

By:

R. C. S., INC.

+ *[Signature]*  
VICE President

ATTEST:  
(corporate seal)  
*[Signature]*  
Secretary

TENANT

ANCHOR COMPANY, INCORPORATED

By *[Signature]*  
President

ATTEST:

(corporate seal)

*[Signature]*  
Secretary

STATE OF NORTH CAROLINA  
COUNTY OF ORANGE : To-Wit:

I, the undersigned, a Notary Public in and for the juris-  
diction aforesaid, do hereby certify that *Joseph J. Harding*  
and *George W. Kane, Jr.*, General Partners of K & H Investment  
Co., whose names are signed to the foregoing Memorandum of Lease,  
bearing date on the 25th day of July, 1973, have each acknowledged  
the same before me in my jurisdiction aforesaid.

Given under my hand this 1st day of October, 1973.

My commission expires: 5-12-75



*[Signature]*  
Notary Public

1115P0253

STATE OF NORTH CAROLINA,

Forsyth

COUNTY (Name of State and County where acknowledgment or proof is taken)

This 3rd day of October, A.D., 1973, personally came before me, Patricia S. Siceloff,  
a notary public, R.E. Glaze who, being by me duly sworn, says that he knows the common  
seal of RCS, INC., and is acquainted with S.D. Kelley who is the Vice  
President of said Corporation, and that he, the said R.E. Glaze, is the Assistant Secretary  
of the said Corporation, and saw the said Vice President sign the foregoing or annexed instrument, and saw the  
said Common Seal of said Corporation affixed to said instrument by said Vice President, and that he, the said  
R.E. Glaze, signed his name in attestation of the execution of said instrument in the

(Name of Secretary or Assistant Secretary)

presence of said Vice President of said corporation.

I certify that I am not a party to the attached instrument.



OFFICIAL SEAL  
PATRICIA S. SICELOFF  
Notary Public, North Carolina

County of Forsyth  
My commission expires July 24, 1977

WITNESS my hand and notarial seal, this 3rd day of October, A.D., 1973.

Seal must appear here.  
Seal must be impressed sufficient  
for the notary's name to be readable.

Patricia S. Siceloff  
Notary Public

My commission expires July 24, 1977  
(Must not be abbreviated)

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Carl H. Bassant N. P. Orange Co.  
(here give name and official title of the officer signing the certificate, signed upon)  
N.C. and Patricia S. Siceloff, N. P. Forsyth Co., N.C.  
(are) certified to be correct. This the 5th day of October, 1973.

Probate fee 50¢ paid.  
\$5.00

PRESENTED FOR  
REGISTRATION  
AND RECORDED

OCT 5 2 54 PM '73

EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH COUNTY, N.C.

J.G.

Eunice Ayers, Register of Deeds

By Lucas M. Daskley Deputy-Assistant

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