

State of South Carolina,  
Greenville County.

Memorandum of Agreement made and entered into this first day of September 1916 by and between Mrs. Frank C. Owens of Atlanta Ga., party of the first part and Jos. Jos. Matta of Greenville, S.C., party of the second part:-

Witnesseth:-

First: The party of the first part agrees to lease and hereby leases to the party of the second part, the 1 story brick store building located at 224 North Main Street, Greenville, S.C. for a period of five years beginning September 1st, 1916.

Second: The party of the second part in consideration of the above agrees to pay to the party of the first part as rent for said store-room Fifty dollars per month from Sept. 1st, 1916 for a period of five years, until the expiration of this lease, said amount payable at the first of each month, and the said party of the second part, has the privilege of a renewal of this lease for Three Years after its expiration - rental to be agreed upon by the undersigned.

Third: The said party of the second part shall have the right to sub-let the said building to party or parties acceptable to the party of the first part, and he is to keep the building in good repair.

Witness our hands and seal this the fourth day of September A.D. 1916.

Witness:

H.L. Wright,  
Geo. Wright.

Mrs. Frank C. Owens  
Party of the first part.

Joseph Matta.  
Party of the second part.

State of South Carolina,  
County of Greenville.

Personally appeared before me H.L. Wright and made oath that he saw the within named Mrs. Frank-C. Owens and Joseph Matta sign, seal and as their act and deed deliver the within instrument for the uses and purposes herein stated, and that he with Geo. Wright witnessed the execution thereof.

Sworn to before me this 5th,  
day of December 1919.

James R. Bates (L.S.)  
Notary Public for S.C.

H.L. Wright

Recorded December 5th, 1919.

State of South Carolina,  
Article of Agreement made this 18th, day of November in the year of our Lord nineteen hundred and nineteen between Rachel Poliakoff of Anderson, S.C. party of the first part and Henry G. Howell party of the second part.

W-I-T-N-E-S-S-E-T-H:

That if the said party of the second part, shall first make the payments and perform the covenant hereinafter mentioned on his part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part in fee simple, clear of all encumbrances whatever, by a good and sufficient Deed, the lot, piece or parcel of ground situate in the County of Greenville, State of South Carolina, known and described as follows, to-wit:

All that certain lot of land situate in the incorporate limits of the City of Greenville, County of Greenville, said State, fronting on West Park Avenue a distance of sixty (60) feet and having a depth of one hundred ninety-five feet (195 ft.). This is lot number four of plat of land conveyed to Francis F. Capers by Sarah A. Lawrence and W.C. Cleveland, and being the same land conveyed to Rachel Poliakoff by Rowena Epton on the 3rd, day of September 1913, which said deed is recorded in R.M.C. Office for Greenville County, in Book 23, page 78. Possession to be given April 1st, 1920, but if present tenant vacates before that time, then possession to be given Howell.

And the said party of the second part hereby covenants and agrees to pay the said party of the first part the sum of Five Thousand (5000.00) Dollars in the manner following Five hundred dollars (\$500.00) Dollars cash and Four hundred dollars (\$400.00) May 18, 1920; Three hundred Dollars (\$300.00) November 18, 1920; Three hundred dollars (\$300.00) May 18, 1921; Three hundred Dollars (\$300.00) November 18, 1921; Two hundred dollars (\$200.00) May 18, 1922; Three Thousand (\$3000.00) Dollars November 18, 1922. All deferred payments to bear interest from this date at seven per cent per annum. All interest on deferred payments to be paid at the time the partial payments become due.

In other words the accumulated interest due is to be paid on the deferred payments every six months. When Two thousand dollars is paid on the principal and interest to date, a deed is to be made and mortgage given for the balance due on said land, which said mortgage is to become due six months after date. All taxes, assessments of impositions that may be legally levied or imposed upon the land subsequent to the year 1919 to be paid by Howell. And in case of failure of said party of the second part to make either of the payments, or any part thereof, or to perform any of the covenants on his part, hereby made and entered into, this contract shall, at the option of the party of the first part, be terminated, and the payments made by the party of the second part shall be taken to be in payment of rents for said premises and for damages sustained by the party of the first part; and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by her sustained and for the rental value of said premises and the said party of the first part have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor. Howell has the right to anticipate payment. Party of the second part entitled to credit on the contract for all rents collected from this date.

It is mutually agreed by and between the parties hereto, that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of this respective parties.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered  
in the presence of.

Rachel Taft,  
S. Poliakoff.

R. Poliakoff (Seal)  
Henry G. Howell. (Seal)

The State of South Carolina,  
County of Greenville.

Personally appeared before me Miss Rachel Taft and made oath that she saw the within named Rachel Poliakoff and Henry G. Howell sign, seal and as their act and deed deliver the within written Deed, and that she with S. Poliakoff witnessed the execution thereof.

Sworn to before me this 19th,  
day of November A.D. 1919.  
A. H. Dagnall  
N.P. for S.C.

Rachel Taft.

Recorded December 5th, 1919.

*Assignment recorded - August 26<sup>th</sup> 1920*  
*I Henry G. Howell with my rights and interest of this contract - this to make Deed of May 1920 for ten dollars and other valuable consideration - Henry G. Howell - Deed*  
*Witnessed by J. H. Dagnall, Notary Public for S.C.*  
*at 12:14 P.M.*  
*Satisfied and Concerned of*  
*Record 15*  
*at 12:14 P.M.*  
*For Satisfaction to this Section, see Deed Book 153 Page 575.*