

State of South Carolina,  
County of Greenville.

Memorandum of Agreement made this 26, day of January 1920, between H.H. Griffin, hereinafter designated as "Landlord" and J.A. Floyd, hereinafter designated as "Tenant", Witnesseth:-

That the Landlord, upon the terms and conditions hereinafter stated, has leased to the Tenant, who has hired and taken the same all that lot of land situate, lying and being in the City of Greenville, Greenville County, South Carolina, on the west side of Brown Street, having a frontage of sixteen feet on said Brown Street and running back to within twelve feet of the end of

store-room occupied by Sol Knigoff, upon which lot is situate a one-story building occupied by Tenant. To have and to hold all and singular the said premises for the full and just term of four years, beginning on the first day of January 1920, and ending on the 31st, day of December 1923.

And the Tenant agrees to pay as a rental for said premises from and after the first day of January 1920, the sum of seventeen and 50/100 dollars (\$17.50) per month, to be paid on the first day of each calendar month, beginning February 1, 1920 throughout the full term of said lease.

The Tenant agrees to make good all damage to the premises suffered during the tenancy due to the negligence of himself, his servants or agents, or persons on the premises with his permission express or implied, usual wear and tear, and damage by the elements excepted.

The Tenant also agrees that the premises shall not be used in any way that would constitute a nuisance.

The Landlord is to keep the building in repair during the lease. The Tenant shall have the right to make any improvements or additions to the building which he desires, and may remove same at the end of the lease. He may also remove improvements which he has heretofore placed on said lot.

In the event of damage by fire the rent shall cease if the premises are unfit for use, or if they are partially unfit for use, the rent shall abate in proportion.

In case the Tenant should at any time be in default in the payment of rent or in performing any other covenant or provision contained in this instrument for a period of more than thirty days, the Landlord at his option may re-enter and resume possession of the premises and this lease shall be null and void. The Landlord agrees that in consideration of the payment of the rent and the performance of the other covenants the Tenant shall peaceably and quietly enjoy the premises during the tenancy, without interruption from the Landlord or any other person whomsoever.

In witness whereof, the parties have hereunto set their hands and seals in duplicate the day and year first above written.

In presence of:-  
Julia D. Charles,  
Anna M. Beaty.

H.H. Griffin, (Seal)

J.A. Floyd, (Seal)

State of South Carolina,  
County of Greenville.

Personally appeared before me Julia D. Charles and made oath that she saw the within named H.H. Griffin and J.A. Floyd sign, seal and as their act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that she with Anna M. Beaty witnessed the execution thereof.

Sworn to before me this 26,  
day of January 1920.  
C.H. Goldsmith, Jr. (Seal)  
Notary Public for S.C.

Julia D. Charles.

Recorded January 28th, 1920.

State of South Carolina,  
County of Greenville.

Whereas on March 3rd, 1908, R.L. Simmons executed and delivered to T.C. Gower, Trustee, a deed conveying Lots 94, 95, 103 and 104 of the sub-division known as "Morgen Hill", and having such metes and bounds as shown by plat recorded in Plat Book "A", page 70, and which deed is of record in Volume W.W.W., page 507, R.M.C. Records for Greenville County.

And whereas no declaration of trust was made in said deed, Now, in order, to correct this error and to clear the title, we, T.C. Gower and R.L. Simmons do declare that said deed was executed subject to the following trust, to-wit:

That the said T.C. Gower should sell said property and turn the proceeds over to the said R.L. Simmons.

And the said T.C. Gower and R.L. Simmons hereby certify that the conditions of said trust have been fully performed, and said lots are now free of any trust.

Witness our hands and seals this January 26, 1920.

Witnesses:

W.P. Conyers, Jr.

T.C. Gower, (L.S.)

Thos. L. Lewis.

R.L. Simmons, (L.S.)

State of South Carolina,  
County of Greenville.

Personally appeared W.P. Conyers, Jr. who on oath says that he saw T.C. Gower and R.L. Simmons sign, seal and deliver the above declaration of trust for the purposes therein mentioned, and that he with Thos. L. Lewis witnessed the execution thereof.

Sworn to before me this 26th,

day of January, 1920.

W.P. Conyers, Jr.

H.B. Springs

Notary Public for S.C.

Recorded January 27th, 1920.