

State of South Carolina,)
County of Greenville.) Memorandum of Agreement.

This Agreement entered into this 22nd, day of March 1920, between Thomas M. Walker Company, a corporation, of the First Part, and J.E. Britt, William Woods, J.E. Bradley, J.A. Talbert, Clarence Crawford and J.C. Blackwell, of the Second Part, is as follows:

1. The party of the first part buys from the parties of the second part all the farm hereinbelow described, the consideration of the purchase of said farm being fee simple title to all of the City lots hereinbelow described and the rights of way below referred to, and Ten Thousand (\$10,000.00) Cash in thirty days from this date, at which time deeds are to be made and the matter consummated.
2. The farm referred to is all that farm in Burke County, Georgia, situated in the 66th, District known as the Britt-Rogers Lower home place, bounded North by the Savannah River, East by the Jones Estate, South by the Chance lands, and West by Boggy Cut Creek, being about six miles from McBean on the Shell Bluff Road, said land being contracted to parties of the second part by Downing, said contract being recorded in the record office of Burke County, Georgia, and adjoining lands now or lately belonging to Charles Ellis Brush.
3. The lots in the City of Greenville that are being sold by the said corporation to the parties of the second part are Lots Nos. 56, 57, 60, 61 and 62 on Rhett Street and lots Nos. 44, 45, 46, 47, 48, 49, 50, 51 and 52 on Chicora Street on plat of property of Thomas M. Walker Company, Inc., dated August 1919, attached hereto, marked Exhibit "A" and made a part of this Agreement.
4. It is a material part of this agreement that the said party of the first part shall deed to the parties of the second part a permanent right of way over Chicora Street and the Eighteen Foot Street running from Chicora Street to Rhett Street along lots Nos. 48 and 62, as well as in the Eighteen Foot Street or Alley, at the back of lots 63 and 64; and that said first party will deed to the City of Greenville fee simple title to all of said Chicora Street for which said City has not already received fee simple deed.
5. It is understood that the rent contract for 1920 for said farm, thirty bales of cotton rent, passes to the party of the first part, which has the right to collect the rent. And it is understood that the piping, boiler, machinery, scrap iron and new building material on said City lots are personal property belonging to the said first party, but that the brick, wreckage and other material shall pass with the real estate to the parties of the second part; the said party of the first part shall have ninety days within which to remove its aforesaid personal property from said lots.
6. The receipt of Five Dollars is acknowledged by the parties of the second part on the aforesaid consideration, balance of ten thousand dollars to be paid within or by the expiration of thirty days; time is of the essence of the contract, but thirty days shall be allowed the parties within which to examine titles, perfect conveyances and consummate the deal by payment and by exchange of deeds.
Both deeds to convey to the grantees good fee simple warranty titles, free of all encumbrances, dowers renounced, to the grantees, their heirs and assigns forever, general warranty.
7. It is a material part of this agreement that the parties of the second part have the right and privilege to grade Chicora Street so as to make it readily passable into Hammond Street.
And by// to these Presents we do hereby bind ourselves, our successors, heirs and assigns forever.

(next page)

Witness our hands and seals this 22nd, day of March 1920.

In the presence of:

Virginia Simpkins,	Thos. M. Walker Co., (L.S.) By Thos. M. Walker, Pres. Party of the First Part.
B.F. Martin.	J.E. Britt, (L.S.)
As to Thos. M. Walker Co. J.E. Britt and William Woods.	William Woods, (L.S.)

(Signatures of other parties of the second part are other copy of agreement, which is held by Thos. M. Walker Co.)

----- (L.S.)
----- (L.S.)
----- (L.S.)
----- (L.S.)
----- (L.S.)
Parties of the Second Part.

State of South Carolina,
County of Greenville.

Personally appeared before me Virginia Simpkins, who being duly sworn, says that she saw the within named Thos. M. Walker Company, by Thos. M. Walker, Prest., J.E. Britt and William Woods, sign, seal and as their act and deed, deliver the foregoing instrument, and that she with B.F. Martin duly witnessed the execution thereof.

Sworn to before me this 9th,
day of June, 1920.

Virginia Simpkins.

B.F. Martin (L.S.)

Notary Public for S.C.

In consideration of \$1.00 to it in hand paid at and before the sealing of these presents, receipt of which is acknowledged, and for other valuable considerations, the undersigned Greenville Trust Company, Corporation by C.C. Good, President releases from the lien of the mortgage below referred to all the above fourteen lots (14) and the three streets above described; the mortgage is that given by Thomas M. Walker Company to said Trust Company August 26th, 1919, recorded in office of R.M.C. in Book 53, page 288. And I also guarantee the above parties of the second part against all damage, expense or delay in satisfaction of a judgment against Thomas M. Walker Company in favor of James M. Richardson for One thousand five hundred thirteen and 42/100 (\$1513.42) Dollars and costs, dated April 26, 1920, being Roll 7854 office of C.C.C.P. of Greenville County, South-Carolina. And the said C.C. Good personally makes the same guarantee to said parties with reference to the judgment aforesaid.

Witness my hand and seal this 14th, day of June, 1920.

Witness:

C.H. Yates,
Sidney Marshall.

Greenville Trust Co.
By C.C. Good, President.
C.C. Good, Individually.

State of South Carolina,

County of Greenville.
Personally appeared before me Sidney Marshall who being duly sworn says that he saw Greenville Trust Company, by C.C. Good, President and C.C. Good, individually sign, seal and deliver the above written instrument and that he with C.H. Yates witnessed the execution thereof.
Sworn to before me this
15, day of June 1920.
V.D. Remseur (L.S.)
Notary Public for S.C.

Sidney Marshall

Recorded July 6th, 1920.