

This Memorandum of Agreement, made in duplicate and entered into at Greenville, South Carolina this 17th, day of February 1921, by and between I.C. Jenkinson and R.I. Wood, hereinafter called the parties of the first part and M.H. McDaniel, hereinafter called the party of the second part, Witnesseth: That in consideration of a payment of two hundred and fifty (\$250.00) dollars cash, paid by the party of the second part to the parties of the first part, a receipt of which is hereby acknowledged and the covenants and agreements herein set forth, the party of the first part sells and agrees to deliver to the party of the second part on March 1st, 1921 and the party of the second part buys and agrees to accept on the 1st., day of March 1921, All and singular, that certain meat market located at 628 Pendleton Street in the City of Greenville, State of South Carolina, together with each and every fixture, including one refrigerator and Cold Storage outfit, one refrigerating counter show case, three sets of scales, one iron safe, one Cash Register, one Sausage Mill, one Slicing machine, blocks, knives and everything whatsoever now on the said premises, whether necessarily used in connection with the said market or not, together with the good will of the vendors herein.

That parties of the first part further agree to lease and doth hereby lease and demise unto the said M.H. McDaniel, party of the second part, his personal representatives and assigns, All that certain store house in which the said market is now located, 628 Pendleton Street, Greenville, S.C., from the first day of March 1921 for a term of three years; thence ensueing, yielding therefor during the said term the rent of One hundred dollars per month, payable on or before the last day of each month.

And it is further agreed that if at the expiration of the said term of three years, the said M.H. McDaniel, party of the second part, desires to retain the said lot, messuage or tenement for two years after the expiration of said term of three years, the said M.H. McDaniel, party of the second part, shall have power and right so to re-retain the same on the terms, stipulations and covenants herein expressed touching the term of two years next ensueing from the date thereof. The parties of the first part covenant for the lessee quiet enjoyment of the term. possession of the premises to be given on the first day of March 1921.

The parties of the first part covenant, agree and represent to the party of the second part that there is no mortgage, bond for title, bill of sale or lien of any kind whatsoever on the personal property herein conveyed and that each of the parties hereto have reached the age of twenty-one years.

And the said M.H. McDaniel, party of the second part in consideration of the covenants and agreements on the part of the party of the first part, doth covenant and agree to and with the party of the first part that he will pay or cause to be paid to the party of the first part forty-five hundred (\$4,500.00) Dollars, as follows: two hundred and fifty (\$250.00) Dollars cash, receipt of which is hereby acknowledged, seven hundred and fifty (\$750.00) Dollars on March 1st, 1921, Five hundred (\$500.00) dollars April 1st, 1921, five hundred (\$500.00) Dollars on May 1st, 1921, Two hundred and fifty (\$250.00) Dollars on June 1st, 1921 and the balance of twenty-two hundred and fifty (\$2,250.00) Dollars January 1st, 1922, with interest on the deferred payments at the rate of eight per cent per annum.

The party of the second part agrees that if at any time any parties of said principal or interest shall be due and unpaid, the whole amount evidenced as being paid for the personal property shall, -

(next page)

at the option of the holder hereof, become immediately due and said holder shall have the right to institute any proceedings for the purpose of collecting said principal and interest and in the event of the non-payment of rent for a period of thirty days after same is due, the party of the first part, at any time afterwards, into and upon the demised premises, shall and may re-enter and the same again have, re-possess and enjoy, as of their former estate.

It is further agreed and made a part of this contract that the party of the second part is to return the premises to the party of the first part at the expiration of the said lease, in as good repair as when received by them, reasonable wear and tear and damage by circumstances beyond their control alone excepted.

Witness our hands and seals the day and year above written.

Witnesses:	I.C. Jenkinson, (L.S.)
R.M. DeShazo,	R.I. Wood, (L.S.)
(Stamps 90 cts.)	Parties of the 1st, part.
A.L. Dowling.	M.H. McDaniel, (L.S.)
	Party of the second part.

State of South Carolina,

County of Greenville.

Before me personally appeared R.M. DeShazo and made oath that he saw the within named I.C. Jenkinson R.I. Wood, and M.H. McDaniel sign, seal and as their act deliver the within written instrument and that he with A.L. Dowling witnessed the execution thereof.

Sworn to before me this 17th, day of February 1921.

James H. Price (L.S.)

R.M. DeShazo

Notary Public for S.C.

Assignment and Sale.

State of South Carolina,
County of Greenville.

Know all men by these presents, That I, M.H. McDaniel, being indebted to M.E. McDaniel in the full and just sum of One thousand (\$1,000.00) Dollars, for money leased and advanced to me, Now, in order to pay the aforesaid sum of money to M.E. McDaniel and in further consideration of five dollars to me in hand paid by M.E. McDaniel on this 7th, day of March 1921, do hereby grant, bargain and sell and herewith assign, transfer and set over to M.E. McDaniel, her executors, administrators and assigns, the goods, chattels and fixtures together with the premises comprised in the within written indenture, with their and every of their appurtenances, together with the within indenture of lease and all the estate, right, title and interest which I have now or may have, in or to all or any of the said premises by virtue of said lease, bill of sale, contract or otherwise.

To have and to hold the said chattels, fixtures, messuage, premise with their and every of their appurtenance unto the said M.E. McDaniel, her executors, administrators and assigns forever or as long as I myself may have any beneficial interest in the said lease, to be held and enjoyed by her in as full ample and beneficial a manner as I might enjoy same if these presents had not been made, subject and without prejudice to me to the payment of all rent due or to become due and all payments or installments that may be due or become due according to the clauses, provises and covenant therein contained.

In witness whereof the said M.H. McDaniel hath hereunto set his hand and seal, at Greenville, S.C. this 7th, day of March, 1921

Witnesses:	M.H. McDaniel (L.S.)
R.M. DeShazo,	
J.W. Smith.	

State of South Carolina,
County of Greenville.

Personally appeared before me J.W. Smith and made oath that he saw the within named M.H. McDaniel sign, seal and as his act and deed deliver the within written instrument and that he with R.M. DeShazo witnessed the execution thereof.

Sworn to before me this 7th,
day of March 1921.

R.M. DeShazo (L.S.)
Notary Public for S.C.

J.W. Smith

Recorded March 8th, 1921.