

State of South Carolina,
County of Greenville.

Memorandum of Agreement made at Greenville, S.C. this 29th day of August 1928, by and between Charles Spencer James, party of the first part, hereinafter sometimes called the seller and C.D. Koenig as attorney party of the second part, hereinafter sometimes called the Buyer, (Walter, Evans & Corwell)

The Seller has sold to the Buyer and the Buyer has bought of the Seller the following described property situated in the County of Greenville, State of South Carolina, to-wit:

Parcel One: all that certain lot of land situate in Ward Three of the City of Greenville at the S.W. corner of West Washington St. and Richardson St. measuring 35 feet on West Washington St., and having according to survey of said area made by Dalton and Koenig of date March 1926, the following boundaries to-wit:
Beginning at the S.W. corner of West Washington St. and Richardson St. and running thence with Richardson St. S. 20 E. 45 feet to iron pins, thence along line of other property of C.D. James N. 69.39 E. 143.5 feet to an iron pin; thence N. 20 E. 50 feet to iron pins, thence S. 69.39 E. 60.5 feet to iron pins, thence along the line of other property of C.D. James on West edge of Hotel wall N. 20 E. 95 feet to iron pins on South side of West Washington St; thence along the said side of said street S. 69.39 E. 53 feet to the point of beginning, this being the same property and which is located in the Hotel Imperial, together with all the buildings and improvements thereon situated and all other rights, privileges and franchises set forth on Page 7 of a pamphlet setting out deed not page

of Trust of C.D. James to Whitney Central Trust and Savings Bank, Trustee

Parcel Two: That certain lease contract entered into by Charles Spencer James with C.H. Cannon as recorded on the public records of Greenville County subject to the rights of Trustee above referred to. The seller represents that said lease has been assumed without change of rentals or other agreement as set forth on above referred to records, same by the Barrings interests

Parcel Three: That certain Chattel mortgage executed by C.H. Cannon in favor of C.D. James under date of July 9th 1927 carrying all furniture, fixtures and equipment situated in the Imperial Hotel, together with all other rights and properties more fully set forth on page 10 in pamphlet of Trust deed above referred to subject only to the rights of the Trustee above referred to.

Parcel Four: Also all furniture, equipment described in above Chattel mortgage and additional personal property aboves by the Seller in the Hotel Imperial Greenville, S.C. subject to the right of the Trustee, above referred to and the Chattel mortgage above referred to.

The price agreed upon to be paid by the Buyer and accepted by the Seller is Three Hundred and Fifty Thousand (\$350,000.00) Dollars which price is to include any and every right of the Seller in the real or personal property above referred to including any and all funds paid to the Trustee at the time of closing this transaction and all funds of every kind and description previously paid to said Trustee under the trust deed above referred to.

The purchase price is to be paid as follows: The Buyer is to

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