

TITLE TO REAL ESTATE

SUPPLEMENTAL AGREEMENT BETWEEN N. O. MCDOWELL AND H. H. WILLIS

This agreement is made as a supplement to an agreement with reference to the Ninety (90) acre tract of the Woodside Property, known as Woodville Heights, bearing date of October 10, 1940.

1. It is agreed that the amount to be raised by H. H. Willis mentioned in Paragraph 2-b of the original agreement is Ten Thousand, Three Hundred One and 50/100 (\$10,301.50) Dollars instead of the amount mentioned in said paragraph. N. O. McDowell has this date executed his note to evidence one-half (1/2) of said sum.
2. Paragraph Seven of said contract is hereby eliminated.
3. Paragraph 2 is amended to definitely establish the interest of McDowell as a one-half interest.
4. It is agreed that N. O. McDowell is to furnish a policy of insurance on his life in the amount of Ten Thousand (\$10,000) Dollars if the same can be obtained, which said policy shall be payable to H. H. Willis for the express purpose of retiring the Ten Thousand (\$10,000) Dollar loan on the Ninety (90) acre tract. In the event the policy should become a claim by reason of the death of N. O. McDowell it is agreed that the premium on the policy shall be payable from the gross sales of the Woodville Heights project.
5. It is further agreed that in the event of the death of N. O. McDowell, from that date H. H. Willis shall assume the responsibility for dividing and selling the property; that H. H. Willis shall be entitled to the commissions on sales as hereir before provided for McDowell on all sales made after the death of McDowell; on the other hand the said H. H. Willis shall protect and pay any earned commissions and profits accruing to N. O. McDowell under the original agreement, to his legal representative.
6. H. H. Willis is purchasing three (3) lots and the houses thereon, known as Lots Four (4), Six (6), and Eight (8) of Honour Row. It is agreed that title shall be taken in the name of H. H. Willis and that the property shall be considered a part of the Woodville Heights Project. N. O. McDowell to assume one-half of any loss and to receive one-half of any profit on the rental or sale of the three houses. In event N. O. McDowell does not contribute to the purchase price, he shall be chargeable with six per cent interest, payable annually to H. H. Willis on one-half of the amount invested in the houses until the agreement, contained in this paragraph, with reference to said houses, has been terminated by mutual consent in writing.

Dated this 6th day of December, 1940.

Witness:

Julien D. Wyatt
H. D. Turner

H. H. Willis
N. O. McDowell

We agree to the provisions of this agreement.

Dec. 6, 1940.

Witness:

Julien D. Wyatt
Adeline Cleland

Henderson & Martin
BY: C. B. Martin

State of South Carolina,
County of Greenville.

Personally appeared before me H. D. Turner and made oath that he saw the within named H. H. Willis and N. O. McDowell, sign, seal and as their act and deed deliver the within written instrument and that he with Julien D. Wyatt witnessed the execution thereof. Sworn to before me this 28th day of March, D. 1941.

L. B. Clardy, Jr.

Notary Public for South Carolina.

H. D. Turner

State of South Carolina,
County of Greenville.

Personally appeared before me Adeline Cleland and made oath that she saw the within named Henderson & Martin, by C. B. Martin, sign, seal and as their act and deed accept the provisions herein contained in this agreement, and that she with Julien D. Wyatt witnessed the execution thereof.

Sworn to before me this 28th day of March, D. 1941.

L. B. Clardy, Jr.

Notary Public for South Carolina.

Adeline Cleland.

No Stamps.

Recorded March 28, 1941 at 11:04 A. M. #4712 BY: B.G.