

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

THIS MEMORANDUM OF AGREEMENT by and between Eliza A. Taylor, LESSOR, Party of the First Part, and C. W. Garrison, operating under the trade name of Blue Ridge Lumber Company, LESSEE, and J. F. Graves, independent operator of a planing mill on the leased premises, Parties of the Second Part,

W I T N E S S E T H:

Whereas, The Party of the First Part is the owner of that certain piece, parcel and lot of land in Ward One in the City of Greenville, County of Greenville and State of South Carolina, lying between Southern Railway right of way and Cook Street, and between Taylor and Beech Streets, also one lot beyond Beech Street, lying between Southern Railway right of way and Cook Street, also one lot of land lying South of Taylor Street, being between Cook Street and Southern Railway right of way, being all of the land I now own at or near Southern Railway depot; which land the said C. W. Garrison is now occupying as lessee, under a year to year lease; and

WHEREAS, the said J. F. Graves has by the permission of the Lessee erected upon the leased property a building with shed attached, in which the said J. F. Graves operate a planing mill; and

WHEREAS, it is the desire and purposes of the Party of the First Part to terminate said lease at the end of the said lease period, to-wit, January 1, 1947; and

WHEREAS, the said C. W. Garrison, as Lessee, and J. F. Graves, as operator of said planing mill, do recognize the right of the Lessor to terminate said lease, they do acknowledge that they are hereby given due and legal notice of the termination of the said lease; and being desirous of concluding and adjusting all property rights and interests which they may have acquired by reason of their occupancy of the leased premises; now, therefore,

In consideration of the premises above stated and of the stipulations hereinafter stated, it is mutually understood and agreed by the Parties to this agreement:

1. The Party of the First Part, as owner and lessor of the premises, hereby waives any claim or interest in and to such structures and buildings as have been erected upon the leased premises by the Lessee; and also all claim or interest in and to a railway side track which the Lessee has placed or caused to be placed upon said premises, and the Party of the First Part hereby agrees that the said C. W. Garrison, Lessee, may, at his own expense, remove said structures and buildings and railway side track from said leased premises. The Party of the First Part, as owner and Lessor of the leased premises, also waives any claim or interest in and to the building and shed erected by J. F. Graves and used by him to operate his planing mill and agrees that the said J. F. Graves may, at his own expense, remove said building and shed, and all things connected therewith, from said leased premises.

11. C. W. Garrison, Lessee, hereby agrees that he will on or before January 1st, 1947, vacate the aforesaid leased premises, and remove at his expense all buildings and structures which he has placed or caused to be placed thereon, and will also remove the railway side track which he placed or caused to be placed thereon. And the said C. W. Garrison, Lessee, further agrees that any interest which he has in the leased premises as lessee will terminate as of January 1st, 1947, nor will he as lessee undertake to hold over or retain possession of said leased premises by legal procedure or otherwise.

111. J. F. Graves hereby agrees that he has no right to occupy the aforesaid leased premises, except by the permission of C. W. Garrison, Lessee, and the said J. F. Graves agrees that he will on or before January 1st, 1947 vacate the aforesaid leased premises and remove therefrom, at his expense, the building and shed he has placed or caused to be placed thereon and also all things connected therewith. The said J. F. Graves further agrees that he will not attempt to remain on said leased premises after January 1st, 1947, nor will he undertake to hold over or retain possession of said leased premises by legal procedure or otherwise.

WITNESS our hands and seals this 3rd day of June, A. D., 1946.

WITNESSES:

Hall T. McGee
Harriet J. Frampton
 As to Eliza A. Taylor

J. D. Poag
Jas. H. Woodside
 As to C. W. Garrison

Lois P. Todd
Jas. H. Woodside
 As to J. F. Graves

Eliza A. Taylor (L.S.)
 Party of the First Part.

C. W. Garrison (L.S.)
 Operating under the trade name
 of Blue Ridge Lumber Company.

J. F. Graves (L.S.)
 Parties of the Second Part.