

Oct 5 9 3033 PM '99

STATE OF South Carolina
COUNTY OF Greenville

THIS MEMORANDUM OF AGREEMENT, Made and entered into by and between

J. M. Tripp and wife Marie S. Tripp

party of the first part, and DUKE POWER COMPANY, a corporation duly organized under the laws of the State of New Jersey, party of the second part, WITNESSETH:

That in consideration of the sum of Ten (\$10.00) to the part of of the first part in hand paid, the receipt whereof is hereby acknowledged, the part of of the first part hereby grant, bargain, and sell, unto the said party of the second part, its successors and assigns, an option for a space of Three Months (3) months from the date of these presents, to purchase from the part of of the first part, at the price of Five Thousand (\$5000.00) all that tract, piece, or parcel of land, belonging to said part of of the first part, and lying situate, and being in South Township, in the County of Greenville, State of South Carolina, and bounded and described as follows:

Beginning at the East corner in old white horse road of J. M. Tripp Property and running N. East approx. 811 ft to stone, thence East to Iron Pin in Davis Corner, thence north with Davis line to Iron Pin, in Davis Corner, thence west with Davis line to J. W. Whitman's Corner, thence with J. W. Whitman's line south to Iron Pin Corner of J. W. Whitman and J. M. Tripp, thence south to center of old white horse road crossing white horse road 50' west of road leading to Tennant house, thence East with white horse road to point of Beginning containing ^{approximately} 23 or 24 acres, more or less.

And the part of of the first part hereby covenant and agree that if the party of the second part, its successors or assigns, shall within the Three Months from date of these presents pay, or cause to be paid, to the said part of of the first part the sum of \$5000.00, then said part of of the first part upon such payment, and at the request of the said party of the second part, its successors or assigns, will grant, bargain, sell, release, and convey unto the said party of the second part, its successors or assigns, forever, all the foregoing tract of land upon which this option is given; and the part of of the first part will make, execute, acknowledge, and deliver to the party of the second part, its successors or assigns, a deed in fee simple, with full covenants of warranty and seizen, conveying said lands and premises free and clear from all encumbrances.

This option shall be binding on the parties of the first part, their heirs and assigns.