

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MAR 21 2 17 PM 1951  
BILL OF SALE  
)  
OLLIE FARNSWORTH  
R.M.C.

Memorandum of agreement entered into this 9<sup>th</sup> day of October, 1950, by and between L. C. Hicks, Jr., the holder of a ten year lease hereinafter referred to, and the owner of a race track known as The Textile Speedway, located on said leased property, hereinafter referred to as the seller and C. A. Davis, hereinafter designated the purchaser to the following effect:

The seller agrees and contracts to sell and does by this instrument sell and convey unto the named purchaser a one half interest in and to that certain lease entered into by the seller as lessee and Elizabeth H. Hair and Nell H. Hewell, as Executrixes of the Estate of John D. Harris, deceased, and Mary Elizabeth Harris, lessors, said lease having been entered into on the 29th day of June 1949 to run for a term of ten years, said lease being recorded in the R. M. C. Office for Greenville County in Deed Book 386 at page 9, and reference to which is hereby craved for a description of the property covered by said lease and also the terms of said lease.

*Handwritten signatures and initials:*  
L. C. Hicks Jr.  
C. A. Davis

The seller, L. C. Hicks Jr., agrees to sell <sup>and does hereby sell</sup> and the purchaser C. A. Davis, agrees to buy all the right, title, and interest in and to an undivided one half interest in and to a race track known and designated as The Textile Speedway, which race track is located on the leased property above referred to, together with all fixtures and equipment incidental to and connected with said race track, known as The Textile Speedway.

The consideration and the terms of payment for said one half interest in the lease and the race track is to be as follows: \$2,000.00 cash paid in hand, receipt of which is hereby acknowledged; the balance of \$6,000.00 to be paid as follows: C. A. Davis, the purchaser, agrees to pay to the seller, L. C. Hicks, Jr., fifty (50) percent of his one half share of the net profit resulting to C. A. Davis on any and all races and/or other amusement that shall be held on said track, until the balance of \$6,000.00 is paid in full.

It is agreed and understood that C. A. Davis, as purchaser of a one half interest in the ten year lease and a one half interest in the race track above referred to, shall be bound by and according to the terms of the said lease in the same manner as the lessee, L. C. Hicks, Jr.