

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

NOV 30 10 37 AM 1961

OLLIE KAPNSWORTH
R. M. C.

MEMORANDUM OF AGREEMENT, Made and Entered into this the 29th day of November, 1961 by and between Bertie S. Adams, hereinafter referred to as the seller, and G. B. Malley, hereinafter referred to as the purchaser;

W I T N E S S E T H :

That the seller for and in consideration of the covenants and agreements on the part of the purchaser and the further consideration of the sum of \$1000.00 cash, receipt of which is hereby acknowledged, agrees to sell and option for the purchase of the premises lying, situate and being in Chick Springs Township, Greenville County, South Carolina, fully described by metes and bounds in deed of Mattie G. Barton to Bertie S. Adams, dated June 19, 1943 and recorded in R. M. C. Office for Greenville County in Deed Book Volume 254, Page 237, reference to which is craved.

It is understood and agreed that if the purchaser exercises his right to purchase the within described premises within a period of 90 days from the date hereof, the seller upon the payment to her of an additional sum of \$19,000.00 will deliver to the purchaser a good marketable title to said premises free of all encumbrances.

It is further agreed that in the event the purchaser does not exercise his option to purchase the premises the \$1000.00 this date paid will be forfeited and the purchaser further agrees that he will at his expense put in a driveway to the residence of the seller at a location to be agreed upon, the driveway to be properly graded and surfaced with 2 inches of crusher-run stone.

It is further agreed that if the option is not exercised the seller, upon satisfactory installation of a driveway as herein agreed upon, will and by these presents does hereby release the seller from and to all right of entrance in the old driveway serving the premises herein described.

It is also understood and agreed that in the event the purchaser exercises his option herein, the seller shall have thirty (30) days to vacate the premises and shall also have the privilege of removing the chicken and

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