

State of South Carolina,
County of Greenville.

This Memorandum of agreement made and entered into at Greenville, South Carolina, this 3rd, day of April 1920, by and between W.R. Hale, party of the first part and James M. Whitmire and Walter W. Goldsmith, parties of the Second part. Witnesseth:-

That the party of the first part agrees to sell and convey to the parties of the Second part, the land and premises hereinafter described, upon the following terms and conditions.

That the purchase price is fixed at twenty-seven hundred fifty & no/100 (\$2750.00) Dollars, interest running from the date of this contract at the rate of 7% interest per annum, payable semi-annually until paid in full, all interest not paid to bear interest at the same rate as the principal.

One half of the said sum is to be paid one year from this date, at which time the parties of the second part will receive a deed and shall secure the balance by their note, payable one year from date, which said note bears the same rate of interest as provided in this contract by mortgage on the premises with proper insurance for protection of the party of the First part, provided parties of the Second part, also pays the interest and taxes on the premises for the next twelve (12) months.

That if the parties of the second part shall fail to pay one-half of the twenty-seven hundred fifty & no/100 (\$2750.00) dollars, and the taxes and insurance and interest as it shall become due one year from date of this contract, then the party of the first part has the following options: That he may treat whatever interest there may be due as rent due for said premises, and may demand the interest as rent, together with the taxes and insurance for said year, and he shall thereupon be discharged from conveying said premises to the parties of the Second Part, and said premises shall be his exclusively, and he may obtain possession against the parties of the second part as tenants holding over after the expiration of their lease, and if they are not actually occupying said premises, he may proceed to collect the rent from their sub-tenants, or the party of the first part may, at his option, sue the parties of the second part on this obligation and obtain judgment against them jointly or individually, for the said sum of money, and may require the sale of the property to satisfy said judgment, it being understood that the whole amount of the principal will become due upon default of interest, taxes, insurance or any part of the principal.

The parties of the second part do hereby agree to abide by the terms of this contract and as time is of the essence of this contract, any default by the parties of the second part will subject them in penalties herein provided, and that if the party of the First Part finds it necessary to employ an attorney to regain possession of said premises or to sue on this contract, that the parties of the second part will pay the expenses of litigation together with a reasonable attorneys fee to re-imburse the party of the First Part in regaining possession of said premises or enforcing payment of the obligation.

Said building is to be insured in a satisfactory Insurance Company for such an amount as shall be satisfactory to the party of the First Part during the existence of this contract.

Upon compliance with the terms of this agreement by the parties of the second part, the party of the First Part undertakes and covenants to convey to the parties of the second part, their heirs and assigns said land and premises free of any liens.

The following is a description of the property: "All that lot of land situate in the State and County aforesaid and being known and designated on the plat of the Judson Mills property as "Edgewood" Lot No. 5, together with building thereon. Said lot having a frontage on Piedmont Avenue of 60 feet and a depth of 150 feet to the 100 foot right of way of the Piedmont & Northern Railway Company. Said lot measuring 60 feet on said back line. For further description of this lot see plat book D., page 35, R.M.C."

Witness our hands and seals this day and year above written at Greenville, South Carolina.

Witnesses:
Z.A. Smith - Wade H. Batson.

W.R. Hale, (L.S.)
Party of the first part.
James M. Whitmire, (L.S.)
Walter W. Goldsmith, (L.S.)
Parties of the second part.

R.M. Sullivan - L.B. Waters.
As to W.R. Hale.

State of South Carolina,
County of Greenville.
Personally appeared before me Wade H. Batson who being duly sworn says and deposes that he saw James M. Whitmire and Walter W. Goldsmith sign, seal and as their act and deed, deliver the within written instrument and that he with Z.A. Smith witnessed the execution thereof.
Sworn and subscribed before me this 8th, day of April 1920.
Harry R. Wilkins. -
Notary Public for South Carolina.

Wade H. Batson

State of South Carolina,
County of Greenville.

Personally appeared before me R.M. Sullivan who being duly sworn says and deposes that he saw W.R. Hale sign, seal as his act and deed deliver the within written instrument and that he with L.B. Waters witnessed the execution thereof.
Sworn and subscribed before me this 8th, day of April 1920.

R.M. Sullivan

Geo. J. Rives (L.S.)
Notary Public for S.C.

Recorded April 9th, 1920.

The State of South Carolina,)
County of Greenville.) Deed

Know all men by these presents, That I, S.R. Burge and wife Margaret Lee Burge, in the City of Birmingham, State of Alabama, in consideration of the sum of Three hundred and fifty dollars, to me in hand paid by at and before the sealing of these presents by J.J. McDevitt, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said J.J. McDevitt, All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, near the corporate limits of the City of Greenville, in the Vicinity known as Mickeltown and being one of the lots conveyed to me by Lena W. Stone and known as Lot number 46 of a plat recorded in R.M.C. Office for Greenville County, in plat book C., PP, 34 & 35.

Together with all and singular the Rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To have and to hold all and singular the premises before mentioned unto the said J.J. McDevitt, his heirs and assigns forever.

And we do hereby bind ourselves separately and severally and jointly, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said J.J. McDevitt, his heirs and assigns, against us and our heirs and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands and seals this 17th, day of February in the year of our Lord one thousand nine hundred twenty and in the one hundred forty-fourth year of the independence of the United States of America.

Signed, sealed and delivered

in the presence of:
James Esdale,
F.D. McArthur.

(Stamps 50 cts.)

Sidney R. Burge (L.S.)
Mrs. Margaret Lee Burge, (L.S.)

State of Alabama,
Jefferson County.

Personally appeared before me James Esdale and made oath that he saw the within named S.R. Burge and Margaret Lee Burge sign, seal and as their act and deed deliver the within written deed and that he with F.D. McArthur witnessed the execution thereof.

Sworn to and subscribed before me this 17, day of February 1920, A.D.
F.D. McArthur

James Esdale.

Notary Public for Jefferson County, Alabama.

State of Alabama,
Jefferson County.

Renunciation of Dower.

Personally appeared before me, F.D. McArthur, a Notary Public in and for said State and County, Mrs. Margaret Lee Burge, the wife of the within named S.R. Burge, and upon being privately and separately examined by me she did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named J.J. McDevitt, his heirs and assigns, all her interest, and estate and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 17th, day of February, 1920, A.D.
F.D. McArthur
Notary Public for Jefferson County,
Alabama. My Commission expires 1922.

Mrs. Margaret Lee Burge.

Recorded April 9th, 1920.

For Assignment of one-half interest to the agreement, see page 331 in this book.