

State of South Carolina }  
County of Greenville } Agreement

This Memorandum of Agreement between J. A. F. Burnett, of the first part, and Mrs. Sue S. Smith and Mr. J. W. Smith, of the second part is as follows:

1. The said Mrs. Sue S. Smith conveyed a certain lot of land on Anderson Street to the said J. A. F. Burnett, by deed dated August 12th, 1926, and recorded in the office of R. M. G. for Greenville County in book 104 at page 169. And the said Burnett claims that the said deed should have conveyed a right of way on the South side of the said lot, which grantor denies.

2. The said parties of the second part have a claim against the said Burnett for \$53.00, secured by a mortgage on a Ford Car, and the said Burnett made certain claims against the said Smiths for certain articles that he claims should have come to him under a contract of sale made on or about August 13, 1926.

In full and complete settlement of these differences the parties agree:

1. That the said Burnett turn over to the said Smiths the Ford Car referred to in full satisfaction of the mortgage claim.

2. The said Burnett agree further that this shall operate as a receipt in full to date of all the other items of the claims by him against the said Smiths.

3. The said Smiths agree that they will make a good deed in fee simple to the right of way referred to and herein below described upon these terms: the said Burnett owes them a second mortgage on the lot referred to which he is paying \$53.00 per month, if he shall complete payment of said mortgage in accordance with the terms thereof, then he is to be entitled to the said deed, and if he should find a purchaser at a price satisfactory to him and sell the lot, together with the right of way, the said Smiths agree to join in with him in a deed to the said lot, so as to convey both the lot and the right of way to the purchaser, for an amount sufficient to pay both the first and second mortgages, the said Smiths to be fully paid the amount coming to them on the second mortgage or a satisfactory agreement to be made with them for the securing and carrying of same. The right of way referred to is a strip on the lower side of the said lot, between the said lot and the lot now owned by the Smiths, and shall be of a width of 10.2 feet on Anderson Street, and running back to a width of 6.8 feet as appears on a plat by R. C. Dalton, delivered herewith it being understood however that the said Smiths and their successors and assigns shall reserve the right of free passage over the said right of way for ingress into and egress out of the adjoining lot.

and unto these presents we do hereby bind ourselves, our personal representatives, heirs and assigns.

Witness our hands and seals at Greenville, S.C. this 22nd day of November, A.D. 1926.

In the presence of  
H. C. Williams  
Ben Martin Jr.  
as to one  
Ben Martin Jr.  
H. C. Williams  
as to the second part

J. A. F. Burnett, (R.S.)  
of the first part.  
Sue S. Smith, (R.S.)  
J. W. Smith (R.S.)  
of the second part.

State of South Carolina  
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Personally appeared before me Ben Martin Jr. and made oath that he saw the within named J. A. F. Burnett, Sue S. Smith & J. W. Smith, sign seal and deliver their act and deed delivered the foregoing agreement and that he with H. C. Williams witnessed the execution thereof.

Subscribed before me this 22 day of November, A.D. 1926.  
H. C. Williams, (R.S.)  
Notary Public for S.C.  
Ben Martin Jr.

Recorded Nov. 23rd 1926 at 5:25 P.M.

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