

State of South Carolina,
County of Greenville.

Memorandum of Agreement made at Greenville, S. C., this the 27th day of February 1935, by and between E. C. Honour, party of the first part, hereinafter sometimes called the Seller, and Frank Fazio, party of the second part, hereinafter sometimes called the Buyer, Witnesseth:

The Seller has sold to the Buyer and the Buyer has bought of the Seller the following real estate in the County and State aforesaid, Lots No. 102 and 103 on a plat of property of Fallis Realty Company, said lots being on the new Basley Highway and Carlton Avenue, having a total frontage of 75 feet on the Basley Highway.

The price agreed upon to be paid by the Buyer and accepted by the Seller is Four Hundred fifty (\$450.00) Dollars, payable as follows: Ten (\$10.00) dollars cash to bind the trade, the receipt whereof is hereby acknowledged by the Seller has being paid by the Buyer. The balance of Four Hundred forty (\$440.00) dollars to be paid Forty (\$40.00) dollars on or before March 4, 1935, the remaining Four Hundred (\$400.00) Dollars to be paid at the rate of Ten (\$10.00) dollars per month, the first monthly payment to be paid on or before April 5, 1935, and a like amount monthly thereafter until the full amount is paid, with the right to the Buyer to anticipate either wholly or in part at any monthly payment date. Deferred payments to draw interest at seven per cent, payable annually. The Seller to pay all taxes through 1934 and to prorate taxes for 1935.

It is further understood and agreed that when the Buyer has reduced the unpaid principal to the sum of Two Hundred (\$200.00) Dollars that the Seller will thereupon deliver to him a deed conveying good and marketable title, free of encumbrances, except that the Buyer will thereupon execute to him his note secured by first mortgage over the above described property for the unpaid balance, payable on the said terms as hereinabove provided.

The Seller warrants that upon the faithful performance of the terms of this contract by the Buyer he will convey good and marketable title, free of encumbrances, except as hereinabove provided. Possession of the property to pass to the Buyer upon the execution of this contract.

Should the Buyer become in arrears for more than two (2) months, then the Seller may at his option cancel this contract, retaining all payments made as liquidated damages or rent, or he may enforce the terms of this contract.

In witness whereof, the parties above named have hereunto set their hands and seals this the day and year above written, binding themselves, their heirs, executors, administrators and assigns to the faithful performance of the same.

Witnesses: Nita B. Johnson,
H. W. Estes.

E. C. Honour
Fallis Realty Co., (L. S.)
Seller.

Frank Fazio, (L. S.)
Buyer

State of South Carolina,
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Personally appeared before me Nita B. Johnson who, being duly sworn, says that he saw the within named E. C. Honour, as Seller, and Frank Fazio, as Buyer, sign, seal and as their act and deed deliver the within written agreement, and that she with H. W. Estes witnessed the execution thereof.

Sworn to before me this 27th day of February, 1935.

H. W. Estes, (L. S.)
Notary Public for Sou. Car.

Nita B. Johnson.

S. C. Stamps \$0.20

Recorded this the 2nd day of March, 1935, at 9:43 A. M.