

State of South Carolina,
County of Greenville.

This memorandum of agreement made and entered into at Greenville, S.C. this seventh day of January A.D. nineteen hundred eleven (1911) between G.A. Buist, party of the first part and Nannie H. Henson, party of the second part, Witnesseth:-

That the party of the first part does hereby lease unto the party of the second part with privilege to the party of the second part to purchase under the terms and conditions herein after named, the following described house and lot, to-wit:

All that certain lot of land having thereon a dwelling house, situate, lying and being in South Carolina in Greenville County and near the Corporate limits of the City of Greenville, S.C., known as Lot number eight (8) of Block L. on Third Avenue of Park Place a subdivision of land represented by plat recorded in the R.M.C. office for said Greenville County in Plat Book A. page 119, having a frontage on Third Avenue of fifty feet and running back a depth of one hundred fifty feet to an alley, containing 7500 square feet, more or less, being the same lot conveyed to party first part by J.W. Gray, Master under the Decree of Court in the case of Lawton Lumber Co., Vs. G.H. Edwards.

The purchase price of said property is fixed at one thousand dollars and the party of the first part agrees to sell at the price with the interest from the date of this contract at eight per cent. per annum, payable annually until paid in full, and the party of the second part to pay the taxes and insurance, and to keep the premises and buildings in repair at the expense of the party of the second part during the existence of this agreement; the party of the first part further agrees to accept payments in monthly installments not less than ten dollars each month, and to calculate the interest at eight per cent on the principal sum six months in advance, and then deduct the payments paid each six months from the six month interest, and to give the party of the second part credit for the remainder after deducting the six months interest on the principal on the principal, so as to reduce the principal each six months; and if the party of the second part shall faithfully pay the said monthly installments of not less than ten dollars each month, the taxes and insurance premiums, the dwelling house on said lot be to insured in a satisfactory insurance Company in the name of the party of the first part until said party of the second part shall have paid the full sum of one thousand dollars with interest thereon from this date, January 7th, 1911, the taxes as they become due, and the insurance premiums, and shall keep the dwelling house in reasonable repair during the existence of this contract, then when the party of the second part shall have performed these said conditions and shall have paid said sums as they become due, the party of the first part agrees to make unto the party of the second part a good and sufficient title in fee simple to said land and premises, that time is of the essence of this agreement and unless the said party shall pay said sums when due and shall not be in default of payment of any monthly payment of not less than ten dollars each month, until the full amount is paid then this obligation of the party of the first part shall be discharged and he shall take and retain all sums as rent for said premises and shall have the right to eject the party of the second part as a tenant holding over for non-payment of rent and after the expiration of his lease: or may sue for the money due on this contract and may declare the whole amount due, and be entitled to that event to collect an attorney's fee of ten per cent. on the whole amount unpaid and due if this contract is sued upon or enforced by legal proceedings of any kind.

But it is agreed under this contract that if the party of the second part shall pay sums amounting to over ten dollars each month at any time that said payments in excess of (over)

For Affidavit and Cancellation to this Contract, See Deed Book 216, page 304.