

Vol. 85-Title to Real Estate.

State of South Carolina,

County of Greenville.

Memorandum of Agreement entered into this 7th day of October 1922, by and between Mrs. E.J.- Clifton, of the City of Greenville, County and State aforesaid, hereinafter sometimes called the Seller, and C.F. Inman, of the City of Greenville, County and State aforesaid, hereinafter sometimes referred to as the Buyer, Witnesseth:

1. The Buyer has bought of the Seller and the Seller has sold to the Buyer all that piece, parcel or lot of land in the City of Greenville, County and State aforesaid, on the South side of Pendleton Street, and having the following metes and bounds, to-wit:

Beginning at an iron pipe on the South side of Pendleton Street, corner of lot No. 4, now or formerly of property of J.B. Scruggs; thence with line of lot No. 4, S. 20-43 W. 149.8 feet to an iron pipe; thence along rear line along an alley S. 83-0 W. for a width guaranteed to be more than sixty feet to an iron pin to be established as hereinafter set forth; thence along line to be surveyed as soon as practicable by R.E. Dalton, back to Pendleton Street; thence with Pendleton Street 60.3 feet to the beginning corner, the seller agreeing to pay the cost of the above survey, which survey is to set aside for the lot now occupied by Dr. Minter a width on Pendleton Street of sixty feet and a corresponding width throughout of sixty feet, and the balance of the lot described in deed of J.B. Scruggs to Mrs. E.J. Clifton, recorded in Vol. 62, page 194, is to be conveyed to the buyer herein.

2. The price agreed upon is Five Thousand (\$5,000.00) Dollars, payable as follows: Twenty-five (\$25.00) Dollars at and before the signing of these presents, the receipt whereof is hereby acknowledged by the Seller, twenty-five (\$25.00) Dollars at time that possession is given to the Buyer, and the balance of Four thousand nine hundred fifty (\$4,950.00) Dollars to be paid in monthly installments of fifty (\$50.00) each, commencing on the 5th day of the month following the time that the Buyer obtains possession.

It is understood and agreed that the monthly payments hereinabove provided for shall be applied to reduce the principal sum as follows: There shall be first deducted from the Fifty Dollars the interest for one month on the sum then due at the rate of Eight per cent. per annum, payable monthly; that whatever difference shall then remain between the Fifty Dollars and the computed interest shall be applied as reduction of principal.

3. It is understood and agreed that possession shall be given as soon as the present tenant can be evicted, which date shall be not later than November 18th, 1922. All rents due by the present tenant are to be paid to the Seller. The Seller agrees to pay all taxes for 1922, Insurance is to be prorated as of date of possession by the buyer.

4. The seller agrees to permit the buyer to anticipate the above payments either wholly or in part at any time and in such amount as the buyer may desire. The Seller further agrees that when the buyer shall have paid the sum of Fifteen Hundred Dollars on the principal that she will upon demand of the buyer deliver to him a deed for the above property and accept from him a mortgage for the balance due, said mortgage to be a first mortgage to bear interest and mature on the same terms as hereinabove provided.

5. It is understood and agreed that the above contract shall be sold or assigned by the buyer only upon the approval of the seller. The buyer as soon as possession is tendered him agrees to pay all taxes, assessments, etc., from January 1st, 1923, during the life of this contract.

(Over)