

The State of South Carolina,  
County of Greenville,  
May 22, 1934.

This Memorandum between J. F. Davenport of Greenville, S. C. hereinafter called the Seller, and Waller Wynne, of Greenville, S. C. hereinafter called the Purchaser Witnesseth:  
That the Seller agrees to sell to the Purchaser the land hereinafter described for the sum of twenty two hundred and fifty dollars (\$2250.00) to be paid as follows:

Twenty five dollars (\$25.00) cash herewith receipt of which is hereby acknowledged, \$125.00 on or before June 10th 1934, and \$50.00 per month beginning on July 10th 1934, and \$50.00 payable each and every month thereafter until seven hundred and fifty dollars (\$750.00) has been paid on the principal said monthly payments to bear interest at the rate of seven per cent per annum from date of contract.

The Seller agrees to execute warranty deed to the land when the above mentioned \$750.00 and interest thereon has been paid; at which time Purchaser is to pay \$105.00 cash to cover interest then due on the remaining \$1500.00, and seller to accept from the Purchaser three notes in the sum of \$500.00 each, said notes to mature in one, two and three years from date of deed and to bear interest at the rate of 7 per cent per annum, payable semi-annually, and to be secured by mortgage on the land herein described. Purchaser to have the privilege to anticipate any or all payments before maturity.

For full description of land see deed recorded in Volume 151 at Page 224 R. M. C. office for Greenville County. This land is located about four miles from the city of Greenville near Adams Peach Orchard, just off of the Pelham Road, and contains 11.80 acres, more or less, with six room house thereon.

The Purchaser agrees to buy the above described land and to pay for same as above set forth. It being distinctly understood and agreed that taxes for the year 1934 are to be prorated as of June 10, 1934. All rents coming from the property are to be paid over to Purchaser after June 10th. It being further understood and agreed that the Purchaser is to keep the house upon the property herein described insured in some substantial Fire Insurance Company in a sum of not less than one Thousand dollars (\$1000.00) with loss payable clause made in the name of Purchaser and Seller as their interest may appear.

It is covenanted and agreed that if the said Purchaser shall make default for thirty days in the payment of any of the said monthly installments of the purchase price, then this contract may at the option of Seller, become void and that the Seller shall be released therefrom and all payments which shall have been made hereunder shall be retained by the Seller as rental for the property or liquidated damages, and that the Seller may re-rent, may sell and convey the said property to any other person free from claim of said Purchaser.

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

Signed, sealed and delivered in the presence of:  
Dora Love  
W. A. Chandler.

James F. Davenport (L.S.)  
Waller Wynne (L.S.)

(Over for Probate)