Vol. 61-Title to Real Estate.

State of South Carolina, Greenville County.

Memorandum of Agreement.

This Agreement entered into this January 13th, 1921 between E.L. Chandler, of the first part, and B.F. Martin, of the second part is as follows:

- 1. The said Chandler sells and the said Martin buys all the interest of the said Chandler in that certain tract of land containing Two hundred and fifteen (215) acres, more or less, bought by the said Chandler and Martin from J.H. Morgan, Jr. and Clinton J. Morgan, and more fully described in contract signed by the said Morgans and by said other parties, and dated December 31, 1921, the said Martin agreeing to assume the payment of all obligations undertaken in said Morgan contract, and in addition agreeing to pay to the said Chandler the sum of Ten thousand seven hundred and fifty (\$10,750.00) Dollars, as herein below set out.
- 2. Of the said sum, Ten thousand seven hundred and fifty (\$10,750.00) Dollars, there is to be paid two thousand (\$2,000.00) Dollars cash on or before February 15, 1921; said Martin is to give his note for Two thousand Dollars payable sixty days from date and subject to renewal to December 1st, 1921 (or at the option of said Chandler to give such note due December 1st, 1921 originally or to substitute such note for the other note as above mentioned), said note to be secured by seventeen shares of stock in the Bank of Fountain Inn, S.C.
- 3. The balance of Six thousand seven hundred and fifty (\$6750.00) Dollars to be payable December 1st, 1923, with the understanding that upon payment of one-half of the principal that there shall be an extension of twelve months; this indebtedness is to be evidenced by four notes one to E.L. Chandler for \$2562.50, one to W.A. Chandler for \$1412.50, one to J.M. Steele for \$1412.50 and one to S.M. Beam for \$1062.50, and interest equivalent to each of these three amounts being hereby assigned by the said E.L. Chandler to the other three named parties respectively; said notes to be secured by mortgage of real estate, said mortgage and said notes to be dated May 1st, 1921 and to bear interest at seven per cent.per annum from January 1, 1921 until paid, and reasonable attorneys' fee in case of collection by attorney or by suit. Said mortgage to cover farm of B.F. Martin near the City of Greenville, containing two hundred (200) acres, more or less, adjoining lands of Judson Mills, Dunean Mills, Charles, Trotter and others, on thich it is understood that there will be other mortgages not to exceed the amounts named herein. There is a first mortgage on the McBrayer place of \$12000.00; on the Echols place of \$2250.00; on the Harris place of \$4780.00; and on the Walker place of \$7500.00, amounting to \$26,530 with some accrued interest. There is a second mortgage to the American Bank for \$9,000.00, and it is understood that the said B.F. Martin has the privilege of mortgaging said farm to the Norwood Bank or other bank or person for a sum not to exceed \$5,000.00, which mortgage shall have priority over this mortgage, it being further understood however, that the said \$35,000.00 mortgage shall be amply secured as the Norwood mortgage is at present secured by mortgage on the McCullough place of about 1250 acres and on cotton. It is understood that twelve months extension may be had December 1, 1923 upon the payment of \$3375.00, half the principal, but the interest is to be added to the remaining half of the principal and all draw seven per cent.from that date. Witness our hards and seals the date and year first above written.

In the presence of:

Virginia Simkins.

W.A. Chardler,

E.L. Chardler, (L.S.) B.F. Martin, (L.S.)

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The State of South Carolina, County of Greenville.

Personally appeared before me Virginia Simkins and made oath that she saw the within named E.L. Chandler and B.F. Martin sign, seal and as their act and deed mutually deliver the within written memorandum of agreement, and that she with W.A. Chandler witnessed the execution thereof. Sworn to before me this 29,

day of October A.D.

Virginia Simkins

Cuthbert Johnson Notary Public for S. E.

Received on the within contract the sum of Four thousand (\$4,000.00) Dollars. This Feby. 17th, 1921.

Wit.

W.A. Chandler.

E.L. Chandler.

Recorded November 14th, 1921.

State of South Carolina,

County of Greenville.

Agreement between Mrs. J.R. Jenkinson of the first part, and Pyramid Tire & Rubber Company, of the second part, Witnesseth:-

The party of the first part in consideration of the sum of one hundred and twenty-five (\$125.00) dollars per month, payable monthly in advance by the party of the second part, hereby rents to said party that lot on Main Street in the City of Greenville, being #433 South Main Street, having a frontage of 25-1 feet on said Street and a depth of 100 feet for a period of Five years commencing November 1, 1921; the first floor and basement only of the building being covered by this agreement.

The party of the second part hereby rents to the party of the first part for a rental of eighty (\$0.00) dollars per month to be paid by said party of the first part on the first day of each and every month the first floor of those two store rooms on South Main Street, known as Nos. 427 and 429 for a term commencing the first of November 1921 and expiring on September 30, 1922. The property herein rented by the party of the second part to the party of the first part is held by the said party of the second part under a lease from C.S. Webb, Agent, dated October 1, 1919, and the lease made by the party of the second part to the party of the first part is upon condition that said C.S. Webb, Agent shall consent in writing to the said lease.

The lamlord is not to furnish any coal or heat, or janitor service. It is further agreed that the tenant will pay all water and light bills, to keep in repair all water and light pipes and fixtures and repair all parts of said premises that may get out of repair while occupied by him or her except as hereinafter provided.

It is further agreed that said premises shall not be sub-let or this lease assigned without the written consent of the Landlord.

It is further agreed that if said premises shall be destroyed or so injured as to render them untenantable, all parties hereto from the time of such destruction or injury are released from -

(Over)