STATE OF SOUTH CAROLINA | \$\int\_{\text{E6}} \text{\$\int\_{\text{C0}} \text{\$\text{\$\text{V1}} \text{\$\tex{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\

MEMORANDUM OF AGREFMENT, Made and Entered into this the 26th day of February, 1960, by and between J. R. Owings and Lillian Pruitt Owings, Owners, hereinafter referred to as parties of the first part, and Henry S. Wilson, Purchaser, hereinafter referred to as the party of the second part;

## WITNESSETH:

The parties of the first part, for and in consideration of the sum of Nineteen Thousand (\$19,000.00) Dollars, agree to sell, and the party of the second part agrees to purchase, the premises hereinafter described on the following terms and conditions:

\$1000.00 March 1, 1960, and \$1000.00 on the 1st day of April, May, June and July, 1960, the balance, \$14,000.00, to be due and payable August 1, 1960.

The premises herein contracted to be sold and purchased is in the City of Greenville, State and County aforesaid, and is known and designated as lot No. 32 according to plat of the property of D. W. Cochrane et al made by Dalton & Neves, Engineers, July 1937, duly recorded in the office of Register of Mesne Conveyance in and for Greenville County in Plat Book 1 at pages 92-93, reference to which is craved for metes and bounds.

It is understood and agreed that this contract is subject to the party of the second part being able to borrow on the within described premises the sum of \$13,300.00 on a 20year basis, at 6% interest.

The perties of the first part agree to deliver to the perty of the second a good marketable title in fee simple, with general warranty clause, to the premises, free of all liens and encumbrances.

Taxes to be pro rated as of the date of delivery of deed.

The present insurance to be cancelled as of the date of purchase.

In the event the parties of the first part are unable to vacate the premises before August 1, 1960, by meason of the new home they are constructing not being ready for occupancy, they will pay to the party of the second part the sum of \$125.00 per month and any fractional part of a month, commencing with August 1, 1960.