

State of South Carolina
County of Greenville.

Memorandum of Agreement made and entered into this 31st day of March, 1934, by and between J. W. Norwood, Trustee, herein after referred to as seller, and W. E. Gallman, hereinafter referred to as purchaser.

WITNESSETH:

1. The seller hereby agrees to sell, and the purchaser agrees to buy, the following described real estate:

All that lot of land situate in Greenville County, State of South Carolina, on Circle Street, in the subdivision known as Overbrook, and being a portion of Lot No. 25, as shown on a plat of Hillside Heights, recorded in Plat Book 7, at page 101, S. C. Office for Greenville County; said lot having a frontage on Circle Street of seventy (70) feet.

2. The purchaser agrees to pay to the seller as the purchase price of said property the sum of Twenty-Five Hundred (\$2,500.00) Dollars, payable as follows; Thirty (\$30.00) Dollars in cash upon the execution of this agreement (receipt whereof is hereby acknowledged by the seller); Thirty (\$30.00) Dollars on the first day of May, 1934, and Thirty (\$30.00) Dollars on the first day of each and every month thereafter until the total amount of said purchase price is paid in full, with interest on the whole sum which shall be from time to time unpaid, from the date of this agreement at the rate of six (6%) per cent, computed semi-annually and deducted from the monthly installments of Thirty (\$30.00) Dollars, the balance of said installments being credited on the principal; with the privilege of anticipation payments in any amount not less than Thirty (\$30.00) Dollars. The purchaser also agrees to pay all taxes and assessments that shall be levied or assessed upon said premises, from the date hereof until the entire purchase price shall be paid, and to keep in force, at his own expense, fire insurance upon the dwelling on said property for less than Fifteen Hundred (\$1,500.00) Dollars.

3. The seller agrees to give immediate possession of said premises to the purchaser and, on receiving the total purchase price of Twenty-five Hundred (\$2,500.00) Dollars, at his own expense to execute and deliver to the purchaser a deed to said property, which will vest in the purchaser, a good marketable title in fee simple, free of liens and encumbrances.

4. Until the payment of the entire purchase price as hereinabove, the purchaser shall hold said premises as tenant to the seller at a monthly rental of Thirty (\$30.00) Dollars, payable as above provided. Should the purchaser be in default of the payments required by the within agreement for a period of sixty (60) days (provided anticipated payments sufficient to equal the amount due under the agreement at the time when default have not been made by the purchaser), the seller shall have the alternative right; to retain whatever may have been paid under said agreement as rent, computed at the rate of Thirty (\$30.00) Dollars per month, treat the purchaser as a tenant holding over without permission, and take possession of said premises upon the expiration of the period for which said rent has been retained; or to declare the entire unpaid balance of said purchase price immediately due and payable by the purchaser, and proceed to collect said amount through an attorney or legal proceeding of any kind, in which event an attorney's fee of ten (10%) per cent. of such balance shall be added to the principal and collected as a part thereof.

5. It is mutually agreed that the foregoing stipulations are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

In witness whereof the parties have hereunto set their hands and seals the day and year first above written.

In the presence of:

Doris Speegle

Minnie Hunt,

As to Seller.

Sunice D. Shelton

J. Douglass Potat

As to Purchaser.

J. W. Norwood, (L. S.)

As Trustee. Seller

W. E. Gallman (L. S.)

Purchaser.

State of South Carolina,
County of Greenville,

Personally appeared before me Doris Speegle and made oath that he saw the within named J. W. Norwood, Trustee, sign, seal and as his act and deed deliver the foregoing agreement, and that he with Minnie Hunt witnessed the execution thereof.

Sworn to before me this 31st day of March, 1934

Minnie Hunt, (L. S.)

Doris Speegle.

Notary Public for S. C.

(OVER)