

(Contract \$1.00)

State of South Carolina,
County of Greenville.

Land Sale Contract.

Memorandum of Agreement made and entered into this the first day of January 1913, by and between Jos. A. McCullough, party of the first part, and B.F. Martin, party of the second part,

W-I-T-N-E-S-S-E-T-H-:

First: That the party of the first part, for valuable consideration, agrees to sell to the party of the second part,- and the party of the second part, for valuable consideration, agrees to buy from the party of the first part, a certain body of land in Dunklin Township, County and State aforesaid, consisting of One Thousand Four Hundred Twenty Four and 17/100 acres, (1424-17/100), as per survey of Nash and Cox, being all the property owned by the said Jos. A. McCullough in Dunklin Township, reserving the family burying ground, as shown in plat of said Nash. The acreage is guaranteed; after satisfactory re-survey said Martin is to be allowed a discount for any shortage at thirty-five (\$35) dollars per acre, and the said McCullough an addition for any excess at thirty-five (35) dollars per acre.

Second: That the party of the second part is to pay therefor the sum of thirty five dollars (\$35.00) per acre in the following manner, to-wit: Fifteen thousand dollars (\$15,000) to be paid, one-tenth (or \$1500) annually and interest semi-annually, at seven per cent (7%) for five (5) years, and at the expiration of the five (5) years the balance of the Fifteen thousand dollars (\$15,000) is to be paid.

Third: In the event the said Jos. A. McCullough negotiates from any source (before deed is made by him to said B.F. Martin) a loan for Fifteen thousand dollars (\$15,00), secured by a first mortgage of the property, the said B.F. Martin agrees to assume the said loan as a part of the consideration above set forth, (with an adjustment of interest from January 1st, 1913). In addition to paying the above Fifteen Thousand Dollars (\$15,00) in the manner specified, and interest thereon, the said B.F. Martin agrees to pay the said Jos. A. McCullough six per cent (6%) interest, annually on the balance of the purchase money. If no loan is negotiated by the said Jos. A. McCullough as indicated above, before the making of his deed to the said B.F. Martin, then the said Martin agrees to make the corresponding payments unto the said McCullough instead of making payments unto such person or persons from whom he might negotiate said loan. At the expiration of the said five (5) years, if the said Fifteen Thousand Dollars (\$15,000) and the interest thereon is paid, and if the interest on the remainder is paid as above specified, the said B.F. Martin is then to pay the remaining principal in five (5) equal annual installments (with interest on the whole),- January 1, 1919, 1920, 1921, 1922 and 1923- and if any installment is not paid when due, then- at the option of the said Jos. A. McCullough, the entire balance is, after thirty days notice to become immediately due and payable.

Fourth: It is agreed between the said parties hereto that if any question is made as to validity of the titles, the said Jos. A. McCullough will bring before the court all proper parties and have such question settled by decree of the court without cost to the said B.F. Martin, before transfer is completed.

It is further agreed between the said parties that if at the end of five (5) years, to-wit: January 1, 1918, the said B.F. Martin wishes to make a new mortgage to some third person to secure the purchase money of the above described lands, he may do so for any amount desired,- the proceeds of said mortgage to be applied first to the payment of the loan above referred to, -

(Over)