

- 30th, 1914, at seven per cent per annum until paid, interest payable semi-annually on the first day of April and October in each year, and if unpaid to bear interest at seven per cent until paid, and in case said sum, or any part thereof, be collected by an attorney or through legal proceedings of any kind then in addition an attorney's fee of five per cent, said debt being evidenced by five notes of even date herewith.

The Markley Realty Company upon payment of the first note when due, with interest upon the entire debt as above provided, further agrees to execute the deed above mentioned to the said J.S. Reynolds and to take as security for the payment of the remaining four notes, or any of the notes then remaining due and unpaid, a first mortgage of the premises containing the usual covenants and provisions and especially an agreement to keep the building upon the said lot insured in a standard insurance Company for not less than twelve thousand dollars and make the policy payable to the mortgagee.

The said J.S. Reynolds shall have the option of paying off any of the notes before maturity and the same shall be drawn to give him this privilege.

Taxes for the year 1914 shall be prorated so that the said J.S. Reynolds shall pay for all except the month of January, and any insurance now carried on said building shall be prorated according to the usual custom.

It is agreed that time is of the essence of this contract and if default be made in payment of any of the notes when due, or the interest thereon, Markley Realty Company shall have the option of declaring all notes to be due and payable and may collect the same with interest, costs and attorney's fees as therein provided, and may by petition to the Court of Common Pleas for Greenville County, following as nearly as practicable the proceedings for the foreclosure of a mortgage, sell the above described lot at the risk of the said J.S. Reynolds and apply the proceeds of sale to the payment of said notes, interest, costs and attorney's fees, and if there should be any deficiency in said proceeds of sale may enter up judgement against said J.S. Reynolds therefor. In witness whereof Markley Realty Company has caused this agreement to be signed by its president and attested by its secretary this 17th day of February 1914.

In presence of:

S. R. Riley,

B.P. Woodside,

State of South Carolina,
Greenville County.

Personally appeared S. R. Riley who says on oath that he with B.P. Woodside witnessed the execution of the foregoing instrument on the part of Markley Realty Company by J.E. Serrine, President and B.E. Geer, Secretary.

Sworn to before me this 26th,

day of February, 1914.

B.P. Woodside (Seal)

Notary Public for S.C.

Markley Realty Company
By J.E. Serrine,
President.

Attest:

B.E. Geer,
Secretary



S. R. Riley

Recorded for April 10th, 1914.

State of South Carolina,

(Fee \$1.00)

Greenville County.

Know all men by these presents, That Markley Realty Company, a corporation duly organized under the laws of South Carolina, with its principal place of business at Greenville in said State, and hereinafter designated as "Company", did own in fee a lot of land in the said City of Greenville, South Carolina, bounded on the north by the Markley Alley, on the East by South Main Street, on the South by Reedy River and on the west by Jackson Street and the property of Nuckasee Manufacturing Company, and did subdivide the said land into lots and establish the alleys and courts described as follows:

Beginning at an iron pin at the northeast corner of Lot No. 1 on the plat hereinafter referred to, and running thence with the north side of said lot N. 69-30 W. 110 feet; thence with the rear line of lots Nos. 1 to 5 inclusive S. 20-30 W. 111.42 feet to an iron pin at southwest corner of lot No. 5; thence with the line of lot No. 6 N. 69-30 W. 20.50 feet to the northwest corner of lot No. 6; thence S. 20-30 W. 53 feet to the southwest corner of lot No. 6; thence with the line of lot No. 6 S. 69-30 E. 30.50 feet to an iron pin on the rear line of lot No. 7; thence S. 28-55 W. with the rear line of lots Nos. 7 to 10 inclusive 86.30 feet to a point on the right of way heretofore granted to Charleston & Western Carolina Railway; thence following the right of way in a Northwesterly direction approximately 37 feet to an iron pin which is at the southernmost point of lot No. 15; thence N. 49-54 E. 50 feet to an iron pin; thence N. 2-34 E. 9.30 feet to an iron pin; thence N. 49-22 W. 60 feet to corner of the paint shop on lot No. 14; thence N. 32-31 W. 110 feet to an iron pin; thence S. 66-34 E. 89.92 feet to corner of blacksmith shop lot No. 11; thence with the southern wall of the blacksmith shop S. 69-30 E. 46.33 feet to the southeast corner of the blacksmith shop; thence with the eastern wall of the blacksmith shop N. 19-44 E. 99.73 feet to a point on said wall; thence N. 69-30 W. 46.33 feet to a point on the west wall of the blacksmith shop; thence S. 19-44 W. 1 foot to a point on west wall; thence N. 67-14 W. 205.06 feet to an iron pin, the northwest corner of lot No. 12; thence N. 20-51 E. approximately 4 feet to a point in the center of Jackson Street; thence with old property line S. 67-09 E. approximately 205 feet to an iron pin (which pin is 12.81 feet S. 19-44 W. from the property line of W.S. Bradley); thence S. 19-44 W. 1.36 feet to a stake; thence S. 70 E. 179.83 feet to a point on Main Street; and thence with Main Street S. 20-30 W. 3 feet to the beginning corner, as will more fully appear by reference to a plat made by J.E. Serrine, Engineer, bearing date March 26, 1914, and of record in the R.M.C. office for said County in Plat Book C, page 143.

The above description does not attempt to include any part of Markley alley that has for many years extended from Main to Jackson Street and which is hereby recognized as a thoroughfare.

It is intended, however, to include a narrow strip along the south side of said old alley carved from the northern boundary of our property, which strip is given for the purpose of widening said alley.

And whereas, said Company has conveyed, or agreed to convey, all of the said lots to various purchasers and desires to provide that the said alleys and courts shall remain open in perpetuity for their use, and among said purchasers are W.D. Parrish, T.C. Gower and F.W. Symmes.

Now, Therefore, the said Company in consideration of the foregoing and the sum of one dollar paid to it by the said grantees, the receipt whereof is hereby acknowledged, does hereby for itself, -

(Over)