

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

THIS AGREEMENT made and entered into by and between Pates and Allen Company, hereinafter designated as party of the first part, and John W. Abercrombie, hereinafter designated as party of the second part:-

W I T N E S S E T H

That the said party of the first part covenants and agrees to sell and convey to the said party of the second part, his heirs and assigns, the following described real estate, to wit: All that certain piece, parcel or tract of land, situate in Austin Township, County and State aforesaid, and containing eleven (11) acres, more or less, adjoining lands of John Abercrombie, E. P. Taylor, I.F. Forrester and Eugene Ford, and being the same tract of land conveyed to the party of the first part by Judge John T. Bramlett, by deed dated December 11th, 1914; also all that piece, parcel and lot of land situate, lying and being in Austin Township, County and State aforesaid, adjoining lands of E.P. Taylor, J. M. Abercrombie and others, containing twenty (20) acres, more or less, and having the following metes and bounds:-Beginning on a stone; thence N. 74 $\frac{1}{2}$ E. 18.55 chains to a stone on E.P. Taylor's line; thence N. 80 W. 10.67 chains to a stone; thence S. 74 W. 18.05 chains to a stone; thence S. 81 E. 10.90 chains to the beginning corner, and being the same tract of land conveyed to me by J.M. Abercrombie and others, by deed dated March, 1912, and recorded in R.M.C. office for Greenville County in Deed Book Volume 19, page 29. The title to the tract being confirmed by order of Court; provided the said party of the second part pays unto the party of the first part the sum of One Thousand Six Hundred and ninety-one and forty one-hundredths (\$1,691.40) Dollars, on or before October 1st, 1917, and, also, all taxes and any other expenses of execution of papers, and in case the time for the performance of this contract is extended beyond October 1st, 1917, then the party of the second part is to pay interest on said sum of \$1,691.40 at the rate of eight per cent. per annum until paid. And the party of the second part agrees to pay to the party of the first part as rent for said premises for the year 1916 the sum of One Hundred Sixty and no/100 (\$160.00) Dollars on or before November 1st, 1916, and as rent for the year 1917 a like sum to be paid on or before October 1st 1917.

It is further understood and agreed that this is simply an option to the party of the second part to purchase said land and that time is of the essence of this contract, and if the party of the second part fails to comply promptly with the terms of this contract at the time herein stated, this agreement shall, at the option of the said party of the first part, be forfeited and determined, and the said party of the first part shall be absolutely discharged both at law and in equity from any and all liability to make and execute such deed.

In witness whereof the parties hereto have set their hands and seals in duplicate, this 28th day of September A.D. 1916.

In presence of:

Lydia E. Sullivan
Oscar Hodges

Pates & Allen Co. (L.S)
Party of the First Part,
By C. O. Allen
John Abercrombie (L.S)
Party of the Second part.

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Personally appeared before me Lydia E. Sullivan, who on oath says that she saw the within named Pates and Allen Company and John W. Abercrombie, sign, seal and deliver the foregoing written instrument for the uses and purposes therein mentioned, and that she with Oscar Hodges witnessed the due execution thereof.

Sworn to and subscribed before me this 28th day of September A.D. 1916.

Oscar Hodges (L.S)
Notary Public for S.C.

Lydia E. Sullivan.

Recorded September 29, 1916.