

State of South Carolina, (Agreement to sell land)
County of Greenville.

Article of Agreement made and entered into at Greenville, South Carolina, this 12th, day of February 1919, by and between R.Y. Hellams, party of the first part and Laura Henry, party of the second part, Witness:

That the party of the first part acknowledges the receipt from the party of the second part of the sum of two hundred fifty dollars (\$250.00) and agrees to lease, sell and to convey unto the party of the second part, under the following terms and conditions:

"All that certain lot of land in the City of Greenville, County and State aforesaid: Beginning at the corner of King and Pine Streets, S. 87 W. 55 ft., more or less, to the corner of Adamson and Bostons lot; thence S. 2-1/2 E. 45 ft., more or less, to the corner of G.D. Richards lot; thence N. 87 E. 55 ft., more or less, to Pine Street; thence with Pine Street N. 2-1/2 W. 45 ft. more or less, to the beginning corner, being all that remains of lot No. 11 of the Turk Property now owned by the party of the first part."

The purchase price of the above described property is fixed at Eleven Hundred (\$1100) Dollars, interest is to run from the date of this contract, February 12, 1919 at 8% per annum to be computed and paid semi-annually on the balance of the purchase price which is eight hundred fifty (\$850) dollars.

The party of the second part is to pay unto the party of the first part fifteen (\$15) Dollars per month on the 12th, of each succeeding month hereafter, beginning with March 12th, 1919 and continuing until said party of the second part has paid the full sum of \$850 with interest at 8% per annum payable semi-annually.

The said monthly payments to be credited every six months and after deducting therefrom the interest every six months the balance of the said monthly payments to be applied to the payment of the principal.

In addition to paying said monthly payments of said \$15 per month the party of the second part is to pay all the taxes for the year 1919 and all succeeding years and to pay the fire insurance premiums to keep the house on said property fully insured in the name of the party of the first part.

Now upon the party of the second part having complied with the foregoing terms of said Contract and upon the party of the first part having received the full purchase price therefor, with interest aforesaid and the taxes and insurance, the party of the first part is to make unto the party of the second part a good and sufficient deed therefor, free of any liens, conveying the same in fee simple to said party of the second part.

Privilege is hereby given to pay any greater sum than \$15 per month that she may desire. Time is of the essence of this agreement and if the party of the second part shall fail to pay said payments of \$15 per month and be in arrears of said payment for a period of 90 days then the party of the first part is hereby discharged at law and in equity from any obligations to sell and convey said land to the party of the second part and is to keep and retain the sum of \$250 in cash paid him as liquidated damages for the breach of this contract and also any other sum of money paid by the month as rent for said premises and may thereupon in event of such default by the part of the second part eject said party of the second part as a tenant, holding over after the expiration of her lease and for non-payment of rent and may regain possession of said premises

In witness whereof the said parties have hereunder set their hands and seals.

Witness:

H.K. Townes,

Frances Belle Easley.

State of South Carolina,
Greenville County.

Personally appeared before me Frances Belle Easley who upon being duly sworn says that she saw R.Y. Hellams and Laura Henry, each sign and execute the foregoing agreement and that she with H.K. Townes witnessed the execution.

Sworn to before me this

Feb. 12th, 1919.

H.K. Townes (Seal)

N.P. S.C.

Frances Belle Easley

R.Y. Hellams,
Party of the first part.

Laura Henry
Party of the second part.

Recorded Feb. 12th, 1919.

State of South Carolina,)
) --- Title to Real-estate ---
County of Greenville.)

Whereas, our mother, Rebecca Carolina Honour, late of State and County aforesaid, died in the year 1914, leaving of force her last will and testament, as recorded in Will Book "L", pages 234-41, Judge of Probate's office for Greenville County, reference thereunto being had; and Whereas, We, the undersigned named and only heirs of the said Rebecca Carolina Honour, being of lawful age, and three of us named, appointed and now qualified as executor and executrix, respectively, in said will, have by mutual agreement, divided a certain portion of said estate into lots as delineated on a plat made by W.D. Neves, Civil Engineer, March 13th, 1916, known as a division of a portion of the estate of T.A. Honour and recorded in the plat book in the office of R.M.C. for Greenville County.

Know all men by these presents, That we, Theodore A. Honour, Executor of Greenville, S.C.; Mrs. E.H. Howe, Executrix, of Florence, S.C.; Mrs. R.C. Neal, Executrix of Hermitage, Tennessee; C.S. Honour, of Atlanta, Ga.; Mrs. M.H. McPherson of Florence, S.C. and J.H. Honour of Greenville S.C. in the State aforesaid, in consideration of the sum of One dollar to us in hand paid at and before the sealing of these presents by Mrs. E.H. Howe, of Florence, S.C. Trustee, in the State aforesaid (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released and by these presents do grant, bargain, sell and release, unto the said Mrs. E.H. Howe, of Florence, S.C. As Trustee.

All those certain lots of land situate in the State and County aforesaid, just outside the City of Greenville, said lots being known and numbered as lots eight (8), twelve (12) and eighteen (18)

as shown on a division of a portion of the estate of T.A. Honour, plat made by W.D. Neves, Civil Engineer, March 13th, 1916, and said plat recorded in the office of the R.M.C. for Greenville County,

Reference thereunto being had. Reference also being had to the will of Rebecca Carolina Honour, will Book L., pages 234-41, office of the Judge of Probate for Greenville County.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or anywise incident or appertaining.

To have and to hold all and singular the said premises unto the said Mrs. E.H. Howe, her successors and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever

defend all and singular the said premises unto the said Mrs. E.H. Howe, her successors, us and our Heirs, executors, Administrators or any person or persons whomsoever lawfully claiming or to claim

the same or any part thereof.

Witness our hands and seal this 28th, day of March in the year of our Lord one thousand nine hundred and seventeen and in the one hundred and forty-first year of the Sovereignty and Independence of the United States of America. As to J.H. Honour.

Signed, sealed and delivered

in the presence of:

Jos. E. Leach,
W.O. Abercrombie.
As to - T.A. & C.S. Honour.

Jos. E. Leach
W.O. Abercrombie

P.A. Brunson,
H.A. Brunson,
As to - Mrs. E.H. Howe &
Mrs. M.H. McPherson.

T.A. Honour, (Seal)
In his own right and as Executor.
Mrs. E.H. Howe, (Seal)
In her own right and as Executrix,
Mrs. R.C. Neal, (Seal)
In her own right and as Executrix,
C.S. Honour, (Seal)
Mrs. M.H. McPherson, (Seal)
J.H. Honour (Seal)

State of South Carolina,

County of Florence.

Personally appeared before me P.A. Brunson and made oath that he saw the within named Mrs. E.H. Howe and Mrs. M.H. McPherson sign, seal and as their act and deed deliver the within written deed, and that he with H.A. Brunson witnessed the execution thereof.

Sworn to before me this

15th, day of May 1917.

H.A. Brunson

Judge of Probate.

P.A. Brunson

Recorded Feb. 14th, 1919.

J.P. COURT