591

VOL. 37. FORM NO. 3

State of South Carolina, County of Greenville. This agreement made and entered into by and between C.F. Toms, hereinafter referred to as the Seller and D.S. Fisher, hereinafter referred to as the Purchaser, W-i-t-n-e-s-s-e-t-h: That the Seller, for and in consideration of the sum of Five thousand, nine hundred and fifty dollars (\$5,950.00), to be paid to him by the purchaser in the manner hereinafter mentioned, hereby agree to sell and convey to the purchaser, his heirs and assigns, by fee simple general warranty deed, free from all encumbrances whatsoever, All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina and County of Greenville, having the following metes and bounds, to-wit: Beginning at a stone 3X on south side of Old Laurens Road and the 3X of Rothschild land and runs thence with said Rothschild line S. 74 W. 668 feet to a stone 3X; thence N. 23-20 W. 477 feet to a stone 3X on Rothschild line and the 3X of lot #1; thence with line of lot #1, S. 85-20 W. 576 feet to a stone 3X; thence S. 17-15 E. 645 feet to a stone 3X; thence S. 30 E. 130 feet to a stone 3X in a road; thence S. 46-50 W. 192 feet to a stone 3X at junction of two roads; thence S. 35-55 W. 1320 feet to a stone 3X, the 3x of lot #1 and 3; thence with lot #3, S. 14-15 E. 648 feet to a stone 3X in road, road the line; thence S. 62 W. 345 feet to stone at junction of two roads, the road the line; thence S. 39-30 W. 371 feet to I.P. in center of road and on line of lot #4, and the 3x of lot #3; thence S. 56-10 E. 440 feet to stone 3X, on line of S.L. McBee lend; thence with said McBee line N. 33-50 E. 3700 feet to the beginning 3X and contains fifty-nine and five tenths (59.5) acres, be the same more or less. And the Purchaser agrees to pay to the Seller said sum of Five thousand, nine hundred and fifty dollars, in the manner following; \$148.75 in cash (the receipt whereof is hereby acknowledged) and the remainder in ten equal annual installments of \$580.12 each, the first installment to be paid on the fifteenth day of October, 1919, and a like sum on the fifteenth day of each and every October thereafter until the full amount is paid, the credit portion is to bear interest from January 1, 1919, at seven per cent.per amum, payable annually until paid. It is understood and agreed that if the purchaser shall pay all the installments promptly when they become due, with interest thereon, and shall in the meantime pay all taxes, the Seller will execute and deliver a good and sufficient deed to the purchaser or his heirs and assigns for said tract of land; and it is expressly agreed by and between the parties that time is of the essence of this contract and in the event of the failure of the purchaser to pay any of said installments when they become due, together with the interest thereon, promptly at the time herein limited, then the seller is absolutely discharged both in law and in equity from any and all liability to make and execute such deed, and may treat the purchaser as a tenant holding over after the termination or contrary to the terms of this his written lease or contract. It is further understood and agreed that in case of the failure on the part of the purchaser to pay said installments and interest, or his failure to comply strictly with the terms of this Contract, then the Seller is to pay to the purchaser one-third of all the crops grown on said land as rent for the said premises for the year 1919, and a like amount for each and every year he may remain on said tract of land.

In witness whereof the parties hereto have set their hands in duplicate on this the 19, day of

September A.D. 1918.

Signed, sealed and delivered

in the presence of:

Charles French Toms, (L.S.)

Peace Pig. Co., Greenville, S. C.

Oscar Hodges,

D.S. Fisher (L.S.)

Jno. L. Orr.

State of South Carolina,

County of Greenville.

Personally appeared before me Jno. L. Orr and made oath that he saw the within named C.F. Toms and D.S. Fisher sign, seal and as their act and deed deliver the within written agreement, and that he with Oscar Hodges witnessed the execution thereof.

Sworn to before me this 19th.

day of September A.D. 1918.

Jno. L. Orr

Oscar Hodges (L.S.)

Notary Public for S.C.

Recorded March 12th, 1919.

State of South Carolina, County of Greenville. This Agreement, made and entered into by and between C.F. Toms, hereinafter referred to as the Seller, and M. G. King, hereinafter referred to as the Purchaser, W-i-t-m-e-s-s-e-t-h: That the Seller, for and in consideration of the sum of Eight thousand, one hundred and forty-five Dollars (\$5,145.00), to be paid to him by the purchaser in the manner hereinafter mentioned hereby agrees to sell and convey to the purchaser, his heirs and assigns, by fee simple general warranty deed, free from all encumbrances whatsoever, all that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina and County of Greenville, beginning at a stone 3X which is the 3X of Sullivan and Toms land and is on the West side of the road that leads from the Laurens Road to the Toms Farm, and runs thence Kuykendall line S. 32-35 W. 2582 feet to stone 3X on farm road near Kuykendall House; thence S. 33-35 W. 16 feet to stone 3X, the 3x of lot #3; thence with the line of lot #3 and with the field road as the line S. 33-50 E. 1371 feet to a stone 3X, the 3X of lots #2 and 3, and thence with line of lot #2 N. 35-55 E. 1320 feet to a stone 3X at junction of two roads; thence N. 46-50 E. 192 feet to a stone 3X in center of road; thence N. 30 W. 130 feet to a stone 3X; thence N. 17-15 W. 645 feet to a stone 3X; thence N. 85-20 E. 576 feet to a stone 3X on Rothchilds line; thence with that line N. 23-20 W. 1437 feet to the beginning 3X, and contains sixty-five and nine-tenths (65.9) acres, be the same more or less;

Also lot #5, having the following metes and bounds, to-wit: Beginning at a pine 3x on S.L.McBee

line and 250 feet southwest from stone 3X of lots #4 and 6 and runs thence with line of lot #6 W. 350 feet to a Maple 3x on branch; branch the line; thence S. 19-45 W. 239 feet to stake in center of a field road and branch; branch the line; the me S. 73 E. 241 feet to stake, road the line; thence S. 87-30 E. 297 feet to stake, road the line; thence N. 84 E. 405 feet to a stone 3x on McBee line and in center of road; the me with said McBee line N. 33-50 E. 833 feet to the beginning 3x and contains fifteen and fifty-five hundredths (15.55) acres, be the same more or less making a total number of acres sold to King of eighty-one and forty-five hundredths (81.45) acres, be the same more or less. Reference is hereby made to plat of C.F. Toms land made by W.D. Neves, Merch 1918. And the purchaser agrees to pay to the seller said sum of Eight thousand one hundred and forty-five dollars in the menner following: \$203.62 in cash (the receipt whereof is hereby acknowledged), and the remainder in ten equal annual installments of \$794.13 each; the first installment to be paid on the fifteenth day of October, 1919; and a like sum on the fifteenth day of each and every October thereafter until the full amount is paid; the credit portion is to bear interest from Jonuary 1, 1919, at seven per cent per annum, payable annually until paid. is understood and agreed that if the Purchaser shall pay all the installments promptly when

they become due, with interest thereon, and shall in the meantime pay all taxes, the Seller will execute and deliver a good and sufficient deed to the purchaser or his heirs and assigns for said tract of land; and it is expressly agreed by and between the parties that time is of the essence of this contract, and in the event of the failure of the purchaser to pay any of said installments when they become due, together with the interest thereon, promptly at the time herein limited, then the Seller is absolutely discharged both in law and in equity from any and all liability to make and execute such deed, and may treat the purchaser as a tenant holding over after the termination or controry to the terms of this, his written lease or contract.

It is further understood and agreed that in case of the failure on the part of the purchaser to pay said installments and interest, or his failure to comply strictly with the terms of this contract, then purchaser is to pay to the seller one-third of all the crops grown on said land as rent for said premises for the year 1919 and a like amount for each and every year he may remain on said treet of land.

In witness whereof the parties hereto have set their hands in duplicate on this the 19, day of eptember A.D. 1918.

igned, sealed and delivered

in the presence of:

Ogen Hodges,

dno. L. Orr.

State of South Carolina, County of Greenville.

Personally appeared before me John L. Orr and made oath that he saw the within named C.F. Toms and M.G. King sign, seel and as their act and deed deliver the within written agreement, and that he with Oscor Hodges witnessed the execution thereof.

Sworn to before me this 19th, day of September A.D. 1918.

Jno. L. Orr

M.G. King,

Charles French Toms (L.S.)

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

Recorded March 12th, 1919.

State of South Carolina, County of Greenville - This Agreement, made and entered into, by, and between M.G. King and R.V. Vuykendall, W-i-t-n-e-s-s-e-t-h: That the said M.G. King, for value received, hereby assigns, transfers and sets over to the said R.V. Kuykendell, all of his right, title and interest in and to the within described tract of land and all his rights in and to the within contract, and upon the said R.V. Kuykondall complying with the terms of this contract has herein stated then Chas.F. Toms is to execute and deliver to the said R.V. Kuykendall his heirs and assigns, a good fee simple title to the within described tract of land, and the said R.V. Kuykendall hereby agrees to carry out the terms of the said contract.

In witness whereof, the parties have hereunto set their hands and seals in duplicate this the 26th,

day of Harch 1919. In the presence of

Oscar Hodges,

Mellie Petty

M.G. King.

(Seal)

(L.S.)

R.V. Kuykendall (Seal)

(Over)