County of Greenville.

Atticles of Agreement made and entered into at Greenville, South Carolina, this 1st, day of February

1919, by and between H.K. Townes, part of the first part and I.N. Moody, party of the second part,

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

That the party of the first part does lease unto the party of the second part seventy (70) acres of in County and State aforesaid, being the greater part of that tract purchased by him from Whitmire and being all thereof except nine (9) acres, adjoining Hartzog tract. The said 70 s is bounded by Saluda River, land of the party of the first part and Harris land. In addition te leasing said land unto the party of the second part the party of the first part agrees to sell the party of the second part, under the following terms and conditions, the purchase price to be Rixled at \$5000.40, interest to run from January 1st, 1919, payable annually at 8 per cent until d. The party of the second part is to pay out of the crops raised on said plantation, the same to be denominated rent therefor, the sum of Six Hundred (\$600) Dollars, this being the rent therefor the year 1919, to be paid out of the first cotton or other crops gathered on said place as a standing rent for the year 1919. For the year 1920 the party of the second part is to pay as ther or as much as Five hundred eighty-four (\$584) Dollars payable out of the crops id plan For the year 1921 the party of the second part is to pay standing rent exercity sum of Six hundred eighteen (\$618) dollars. For the year 1922 the sum of Six hundred downs. For the year 1923 the sum of Six hundred thirty-six (\$636). to be collected as rents on or about November 1st, of each year or as soon as practical for the party of the second part to gather his crops so that he can arrange his rent payments.

This rent having been continued and paid for the years above mentioned, it is agreed that the fixed price of Five thousand (\$5000.00) Dollars on said property with interest at 8% yearly until paid will be calculated and the yearly sums of money paid as rent, if they have been paid each year will be applied towards the principal and yearly interest. These yearly rent payments would therefor amount to the interest for the 5 years above mentioned and the sum of \$1200 on the principal so that at the end of five years the party of the first part would credit the party of the second part with \$1200 on the principal of \$5000 and there would be remaining the sum of \$3500 due him at the end of the year 1923, at which time, provided the said rental payments were made, the party of the first part will convey said premises by a good fee simple general warranty deed to the party of the second part and take his mortgage for the remainder \$3500, payable at the rate \$250 a year on the principal and annual interest at 5% per annum with privilege to pay the whole or any sum larger than \$250 on the principal at the end of any year. If the party of the second part shall desire to pay for said land before the five year lease expires under this agreement the party of the first part will give him due credit for whatever rent has been paid and apply the same on the agreed purchase price.

The party of the second part further agrees to pay the taxes on this Seventy acres of land whenever the party of the first part furnishes him with proper statement thereof. The said land to be surveyed at the expense of the party of the first part as soon as convenient in the year 1919.

(next page )

## Vol. 47-Title to Real Estate.

The party of the first part has a lien on the crops of said place as for rent for the foregoing yearly payments during the existence of this contract, failure to make any of said yearly payments will forfeit this lease and agreement to purchase and the party of the first part will thereupon have the right to repossess himself of said land if the party of the second part fails to

Witness our hands and seal this - - day of February 1919.

make said payment during years therein specified.

Witness:

Aurelia T. Rison,

Frances Belle Easley.

H.K. Townes,

Party of the first part.

I.N. Moody,

Party of Second part.

South Carolina, Greenville County.

Personally appeared before me Frances Belle Easley who upon oath says that she saw H.K. Townes and I.N. Moody, each sign the foregoing contract and that she with Aurelia T. Rison witnessed the

execution thereof.
Sworn to before me June 26, 1919.

Frances Belle Easley.

A.P. DuBose (Seal) Notary Public, S.C.

Recorded June 26th, 1919.

421

Fountain Inn, S.C. June 21, 1919.

This is to certify that I have this day sold my place near Fork Shoals to E.A. Coker for \$2500.00 and agree to make good title on or by Jany. 1st, 1920.

The receipt of Fifty dollars is hereby acknowledged, the balance due is \$2450.00 which is to be paid when titles are made.

Attest.

T.E. Coker.

W.A. Hopkins.

I hereby accept the above contract and agree to forfeit the first payment of \$50.00 should I fail to carry out the terms as specified.

Attest.

T.E. Coker.

E.A. Coker

State of South Carolina,

Greenville County.

Personally comes before me T.E. Coker who makes oath that he saw the within named W.A. Hopkins and E.A. Coker sign the within written deed and deliver same.

This June 27th, 1919 sworn

to before me.

T.E. Coker

James R. Bates (Seal)

Notary Public for S.C.

Recorded June 27th, 1919.