

State of South Carolina,
County of Greenville.

This agreement made and entered into this the 23rd, day of March 1920, between Thos. M. Walker Company, party of the first part and J.P. Charles, party of the second part, Witnesseth:-

That the party of the first part has sold to the party of the second part four lots on Chicora property known as lot Nos. 42, 43, 63 and 64 of a plat made for Thos. M. Walker Co., Aug. 1919 and agrees to make to the said party of the second part a good fee simple warranty deed to said lots.

The party of the second part has bought of the party of the first part the four above described lots and in payment of same agrees to sell unto the party of the first part a farm of 490 acres in Pierce County, State of Georgia and agrees to make quit claim deed to said 490 acres but same is to be free from any mortgages and to pay to the party of the first part the sum of twelve thousand dollars in five equal annual instalments with interest on all deferred payments at the rate of ~~8 1/2~~ 7 per cent.

The party of the second part agrees to accept in payment of the four lots the said 490 acre farm in Georgia and the sum of twelve thousand dollars, ^{PAYABLE} as set forth above.

It is further agreed that should the party of the second part sell any one or more of the said four lots then the party of the first part is to release the lot or lots so sold and take a mortgage over the ones so sold not to exceed 60 per cent of the value thereof.

Lots 42 & 43 shall carry separate mortgage of \$5000 each - Lots 63 & 64 to carry separate mortgage of \$1000 each.

Both parties shall deliver deeds to their respective lots and farm not later than April 1, 1920.

After titles have been examined & approved.

Witness our hands and seals this the day and year first above written.

Witness:

R.G. Stone,
J.E. Robbins.

Thos. M. Walker Co. (Seal)

By Thos. M. Walker, President.
Party of the first part.

J.P. Charles, -
Party of the second part.

State of South Carolina,
County of Greenville.

Personally appeared before me J.E. Robbins who being duly sworn says that he saw Thos. M. Walker Co. by its duly authorized officer, Thos. M. Walker and J.P. Charles sign, seal and their act and deed deliver the within written contract for the purpose therein stated and that he with R.G. Stone witnessed the execution thereof.

Sworn to before me this 7th,

day of June 1920.

R.G. Stone (Seal)

Notary Public for S.C.

J.E. Robbins

Recorded June 8th, 1920.

State of South Carolina,
County of Greenville.

This indenture made and entered into on this the ninth day of June, A.D. 1920, by and between R.E. Griffin (hereinafter sometimes referred to as the Owner), party of the first part, and R.L. Cooper (hereinafter sometimes referred to as the Purchaser), party of the second part, Witnesseth:

That said owner has this day sold to said purchaser, in consideration of the performance of the various covenants hereby undertaken by said purchaser, All that certain piece, parcel or tract of land situate, lying and being in said State and County, in Austin Township, on the east side of the Laurens Road, about six miles from Greenville Court House, containing one hundred acres, more or less, being the same tract of land conveyed to said owner by E.P. Taylor by deed dated January 1, 1920, and recorded in the office of the Register of Mesne Conveyances for said County and State in Deed Book 55, at page 148; also a tract of one acre, more or less, separated by said Laurens Road from said 100 acre tract and being the same conveyed to said owner by George A. Johnson by deed dated November 20, 1919 and recorded in said Office in Deed Book 53, at page 255. That said purchaser has this day bought said land from said owner, and hereby agrees to pay for the same as follows:

- (1) To pay the sum of fifteen hundred dollars in cash upon the sealing of these presents, the receipt whereof is hereby acknowledged by said owner;
- (2) To give to said owner his promissory note in writing for fifteen hundred dollars, due January 1, 1921, with interest thereon after maturity at the rate of eight per cent. per annum, and to pay said note at maturity;
- (3) To pay the sum of Twenty-eight thousand, five hundred dollars to said owner on the said first day of January 1921.

That upon payment of the total purchase price of said land, to-wit: the sum of Thirty-one thousand five hundred dollars, at the times above fixed, said owner hereby agrees to execute and deliver to said purchaser a good and sufficient deed of conveyance for said two tracts of land in fee simple, freed and discharged of all liens and encumbrances, and with all necessary dower renunciations, and to surrender the peaceable possession of said premises; said owner to receive the rents and profits of said land and to pay the taxes thereon for the calendar year 1920; but to commit no waste, and to use wood for necessary fuel and repairs only.

That said purchaser hereby agrees to keep the buildings on said premises insured for the same amount as at present, and to pay the premiums for such insurance; the proceeds to be payable to said owner in case of fire and to be credited on the purchase price of said land.

That time is of the essence of this agreement, and that if the said purchaser shall fail to comply fully with the terms hereof by the said first day of January 1921, this contract shall thereupon become null and void, and all interests and liabilities of the parties hereunder shall terminate at the option of said owner, who, in such case, may retain the sum of Fifteen hundred dollars this day paid, as liquidated damages for such breach of contract; but if said owner shall insist upon compliances, he may require it on the part of said purchaser, and shall recover such damages as he may be entitled to for a failure of said purchaser to comply; and that if said owner shall refuse to comply with the terms of this contract upon payment in full for said land, said purchaser may require full compliance, and shall recover such damages as he may be entitled to by reason of the

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