

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 C. S.
Hindman, hereinafter referred to as the purchaser.

Witnesseth:

That the seller, for and in consideration of the sum
of Fourteen Thousand and Sixty Dollars and Ninety
five Cents, 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, warrantably deed, free from all circum-
stances whatsover, all that certain piece, parcel
or lot of land situated, lying and being in the State
of South Carolina, County of Greenville, having
the following metes and bounds to-wit: Beginning at
a stone on S. L. Mc Bee line and the 31 of lot No. 4, and
running thence with the line of lot No. 4 N. 56.10 W.
20 feet to a stone on Dr. S. Pack's line; thence
with said Pack line S. 33.35 E. 184 feet to stone 31 on
Griffin line; thence with Griffin line S. 33.40 E. 1890
feet to a stone 31; thence S. 82.45 E. with Adams line
336 1/2 feet to a stake 31, the 31 of S. L. Mc Bee land; thence
with Mc Bee line N. 33.35 E. 1202 feet to a stone 31 in
center of road; thence with the road as the
line of lot No. 5, S. 81.45 W. 405 feet to stake; thence N. 87.
30 W. 297 feet to stake; thence N. 73 W. 241 feet to stake
in center of road and branch; thence up the branch
as the line N. 19.45 E. 239 feet to a maple 31; thence up
the branch as the line N. 43.30 E. 350 feet to a poplar
31; thence N. 61.45 E. 365 feet to a stone 31; thence S. 87.
45 E. 755 feet to a pine 31 on Mc Bee line and 31 of
lot No. 5; thence N. 33.50 E. 250 feet to the beginning 31,
and containing 80.8 acres, be the same more or less.

All that certain piece, parcel or lot of land situated,
lying and being in the State of South Carolina County
of Greenville, having the following metes and bounds
to-wit: Beginning at a stone 31 on S. L. Mc Bee line
the 31 of lot No. 2 and running thence N. 56.10 W. 1316
feet to a stone 31, the 31 of lot No. 3; thence S. 33.05 W. 644
feet to a stone 31; thence N. 56.10 W. 675 feet to a stone 31

Dr. W. S. Pack line; thence with said Pack line S. 33.35 W. 1202
feet to a stone 31, the 31 of lot No. 6 thence with line of lot No. 6,
S. 56.10 E. 2030 feet to a stone 31 on Mc Bee line; thence with
Mc Bee line N. 33.50 E. 1846 feet to the beginning 31, and con-
taining 75 acres, be the same more or less.

And the purchaser agrees to pay to the seller the said sum
of Fourteen Thousand Sixty dollars and Ninety five cents
in nine equal annual instalments of \$1562.33 each,
the first instalment to be paid on the 15th day of Oct-
ober 1920, and a like sum on the 15th of each and every
October thereafter until the full amount is paid. The
credit portion is to bear interest from January 1, 1920 at
seven per cent. per annum, payable annually until paid.

It is understood and agreed that if the purchaser
shall pay all the instalments 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 tracts 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 instalments when they become due together
with the interest thereon, promptly at the time
herein limited, then the seller is absolutely both in
the 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 termi-
nation 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 instalments and interest, or his failure to
comply strictly with the terms of this contract, then
Hindman is to pay to the seller one-third of all
the crops grown on said land for the year 1920,
and a like amount for each and every year he
may remain on said tract of land provided, how-
ever, this shall be at the option of the seller.

In witness whereof the parties hereto have set their
hands and seals in duplicate on this the 22nd day