

State of Maryland,
Baltimore City, Md.

N.C.

No. 1432.

I Stephen C. Little, Clerk of the Superior Court of Baltimore City, do hereby certify that C. Milton Dickenson Esquire, before whom the annexed acknowledgement was made, and who has hereto subscribed his name, was, at the time of so doing, a Notary Public of the State of Maryland, in and for the City of Baltimore, residing in said City and State, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgements, or Proofs of Deeds, to be recorded therein. I further certify that I am acquainted with the hand writing of the said Notary, and verily I believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 2nd day of February 1921.

Stephen C. Little,
Clerk of the Superior Court of Baltimore City.



Recorded Feby. 15, 1921.

For the Deed to the above certificate see Deed Book 71 at page 348.

State of South Carolina,
County of Greenville.

This agreement made and entered into this the 31st, day of December 1920 by and between J.H. Morgan, Jr., and Clinton J. Morgan, parties of the first part and hereinafter referred to as sellers, and B.F. Martin and E.L. Chandler, parties of the other part and hereinafter referred to as buyers, Witnesseth:

That for and in consideration of the terms, conditions, stipulations and money paid and to be paid as is hereinafter stated the said Sellers have bargained and sold and will convey as is hereinafter stated to the buyers, or order, all of that tract of land situate in Centt Township, in the County and State aforesaid, containing two hundred and fifteen acres, more or less, being the same land devised to the Sellers by their mother Lidie J. Morgan, less a small portion sold and conveyed to H.W. Chiles and including a small portion conveyed to them by the said Chiles.

The purchase price for said land is forty-five thousand dollars of which the sum of two thousand dollars has been paid, receipt whereof is hereby acknowledged, and the remainder is to be paid as follows: Five thousand dollars of the principal December the 1st, 1921; five thousand dollars on the principal and one year's interest December the 1st, 1922; five thousand dollars on the principal and all accrued to date, December the 1st, 1923; ten thousand dollars and accrued interest December 1st, 1924 and eighteen thousand dollars and accrued interest February the 1st, 1925. All of the unpaid portion of the purchase price as aforesaid is to draw interest from this date at the rate of seven per cent. per annum compounded annually until paid at the same rate as the principal, but payable as above set out.

It is further agreed by and between the parties hereto, that the Buyers will at their own expense pay all taxes and assessments against said property after the year 1920; that they will insure and keep insured at their expense the buildings on said premises in Insurance Companies acceptable to the Sellers and assign said policies of insurance to them. That the buyers will at their own proper costs and charges keep the buildings on said premises in good repair; that no wood or timber shall be cut and removed from said premises except from such of the land as shall be by the buyers cleared for cultivation.

It is further agreed by and between the parties hereto, that buyers will see that said lands, subject to cultivation, is cultivated and crops raised thereon, said cultivation to be in a good and husbandlike manner, and that all rents derived therefrom, as well as a reasonable rent from any crop raised by the buyers or either of them, shall be and are hereby assigned to the Sellers, that is to say for the years 1921, 1922 and 1923, and such rent paid to the sellers as a credit on the purchase price aforesaid; that said rent so assigned if paid or payable in kind, shall be received by the Sellers for disposition at their option, but if it is preferred by the sellers to receive said rent in proceeds from the sale of said rents, said rents to be sold at such time as shall be directed by the sellers in case of buyers being in arrears on payments herein; that all rents for said years shall be due and payable on or by the first of December of each year respectively; that there shall not be placed on said crop or crops any mortgage or other lien that will operate as in priority to the rent due to become due and to be paid as is hereinbefore provided.

It is further agreed that if all payments of principal and interest due to be paid by the 1st, of December 1923, as is herein provided, and all of the other terms and conditions herein stipulated shall have been kept, performed and executed, thereupon the Sellers will execute and deliver to the Buyers, or their order, a good and sufficient deed and thereby convey said property in fee simple and free from all encumbrance, provided, however, the said Buyers of such person as to the Sellers shall be acceptable, shall contemporaneously execute and deliver to the Sellers or their order one note for ten thousand dollars due the 1st, day of December 1924 and one for eighteen thousand dollars due the 1st, day of February, 1925, both of said notes to draw interest from their respective dates, until paid, at the rate of seven per cent per annum, payable annually, and if not so paid to draw interest at the same rate as the principal until paid; and also each to provide for the usual attorneys fees to be paid in case said note or any part of it is collected by an attorney, by suit or through court, and also to provide that if any interest or payment is not paid when due, both of said notes become due and payable at the option of the holder, and as security for the payment of said notes, principal, interest and attorneys fees to execute and deliver to the Sellers or their order, a first mortgage on the hereinbefore described premises.

It is further agreed by and between the parties hereto that in the event of default in any one of the first three payments, according to the terms hereof, then and thereupon the Sellers may advertise and sell said property, and all money paid or that shall up to such time have been paid, shall be credited on the purchase price; and the Sellers may hold the Buyers still liable for any deficit in purchase price, less such payments as shall until then have been made, and less the proceeds of said sale, and may hold the buyers for the balance due on this contract and have judgment therefor against them.

That time shall be and is of the essence of this contract.

In witness whereof the parties hereto do in triplicate set their hands and seals, binding themselves, their heirs and assigns, firmly by these presents, this the day and year first above written.

Signed, sealed and delivered
in the presence of:

Helen A. Morgan,
B.A. Morgan,
As to J.H. Morgan, Jr. & Clinton J.
Morgan and B.F. Martin
W.A. Chandler,
B.A. Morgan,
As to E.L. Chandler.

Jes. H. Morgan, Jr., (Seal)

Clinton J. Morgan, (Seal)

B.F. Martin, (Seal)

E.L. Chandler, (Seal)

see 61/786

(Over)