

and definite lines thereof, so that a correct location may be made of said brick wall and the dividing line between the lots of the parties hereto; that they will equally bear the expense of such survey; that said engineers shall make a plat of such survey showing the lines and dimensions of the various lots and streets aforesaid, and that such plat of survey shall be submitted to three arbitrators, one to be selected by the said Floyd, and one by the said Blessingame, and the two so selected to select a third, and the three to constitute the board of arbitrators whose duty it shall be to thoroughly investigate, examine and determine the true and definite line and location of said wall and lines of the respective properties of the parties hereto, and to that end shall have power to take such testimony and hold such hearings as they may determine so to do. That their finding or award shall be in writing and the parties do agree that the findings or award of a majority of said board shall be final and conclusive of the questions herein submitted to them, and the parties hereto do hereby bind themselves, their heirs and assigns, to abide by and be permanently bound thereby. That the findings of said board shall be reduced to writing, signed by them, probated and be recorded in the office of the Register of Mesne Conveyance for said County as the final judgments in the matter.

In witness whereof the parties hereto do in duplicate set their hands and seals this the day and year first above written.

Signed, sealed and delivered

in the presence of:

J.M. Steele,

B.A. Morgan.

J.A. Floyd, (Seal)

J.T. Blessingame, (Seal)

State of South Carolina,

County of Greenville.

Personally appeared before me B.A. Morgan, and made oath that he saw the within named J.A. Floyd and J.T. Blessingame, sign, seal and as their act and deed deliver the within ^{WRITTEN} instrument for the uses and purposes herein stated, and that he with J.M. Steel witnessed the due execution thereof

Sworn to before me this fourth

day of March, 1920.

James R. Bates (L.S.)

Notary Public for S.C.

B.A. Morgan.

Recorded March 4th, 1920.

State of South Carolina,)
 : Agreement.
 County of Greenville.)

Whereas, under the agreement entered into on 10th, July 1919 between the Board of Trustees of Chicora College and Thomas M. Walker Company, the former has advanced to the latter the sum of twenty-three thousand one hundred seventy-nine and 11/100 (\$23,179.11) dollars and also the sum of eighteen hundred fifty-seven and 01/100 (\$1857.01) dollars, material sold by the latter; and Whereas, the sum of eight thousand eighty-one and 82/100 (\$8,081.82) dollars have been used by the latter for purposes not connected with the erection of said buildings, the amounts above expressed being approximate and derived from the statement of Thomas M. Walker Company dated October 20th, 1919, except the sum of two hundred fifty (\$250.00) dollars, which was a part payment on the purchase price of a lot of land sold by Thomas M. Walker Company; all of said figures being subject to adjustment upon a final accounting between the parties; and

Whereas, Thomas M. Walker Company is desirous of securing the Board of Trustees of Chicora College in the payment of the above amounts, and also such further amounts as may be advanced from time to time hereafter in addition to the costs of labor and material.

Now, Therefore, Thomas M. Walker Company does hereby assign and transfer to the Board of Trustees of Chicora College, as security for the above and any other advances, whatever amount shall be due and payable to them under the said contract by way of commissions or profits which may ultimately be due Thomas M. Walker Company under said contract upon sale of lots three (3), four (4), seven (7), eight (8), and nine (9) of Thomas M. Walker sub-division.

The commissions or fees provided for in the contract of July 10th, 1919, are hereby reduced to and fixed at the sum of seven thousand four hundred seventy (\$7,470.00) dollars by reason of the elimination of lots five (5) and Six (6), from said contract.

Thomas M. Walker hereby agrees to reduce the over-draft of approximately eight thousand eighty-one and 82/100 (\$8,081.82) to five thousand (\$5000.00) dollars by a refund of the difference; said refund to be deposited in the American Bank, Greenville, South Carolina, to the credit of the Board of Trustees of Chicora College; said refund is to be made on or before November 22nd, 1919. The Board of Trustees agrees to carry the said sum of Five thousand (\$5000.00) dollars heretofore advanced until the final adjustment between the parties when said sum, subject to adjustment on the final accounting, shall be repaid to the Board of Trustees of Chicora College out of the commissions or profits belonging to Thomas M. Walker Company and hereby assigned.

The Board of Trustees of Chicora College does further agree to advance promptly the money necessary to meet the pay-rolls and material bills as the same shall become due, and to allow Thomas M. Walker Company to draw not exceeding ten per cent. (10%) of such labor and material bills as advances to be secured under the assignment herein made, and to be adjusted upon final accounting. It is further agreed that Thomas M. Walker Company shall have the right to sell any material not needed for the completion of the buildings now in course of erection; delivery under such sales to be made upon the signed order of Thomas M. Walker Company and to be checked by the agent of the Board of Trustees of Chicora College on the ground; such sales to be made for cash or upon a credit of not exceeding thirty (30) days, and a written statement of the sales so made to be rendered weekly by Thomas M. Walker Company to the agent of Board of Trustees of Chicora College. Collections on such sales to be deposited weekly with the American Bank, Greenville, South - Carolins, to the credit of the Board of Trustees of Chicora College; the profits on such sales to-

(Over)