

State of South Carolina,
County of Greenville.

Articles of Agreement made and entered into at Greenville, S.C. this 1st, day of November 1920 by and between James E. Payne, party of the first part and Colfax Humphreys and S.E. Sanders, parties of the second part, Witnesseth:-

That the party of the first part does hereby agree to sell unto the party of the second part and lease under the following terms and conditions, All that certain lot of land in the City of Greenville, County and State aforesaid on the South side of Calhoun Street, and being the southeastern part of a lot conveyed to the party of the first part by D.P. Verner, Master by deed recorded in Volume BBB, page 69, R.M.C. office for Greenville County. Said lot fronting Calhoun Street forty-five feet and having a depth of one hundred ninety-three feet on one line and about one hundred seventy-five feet on the other and the rear line being about fifty-seven (57) feet and said lot having a dwelling house thereon and being a part of the Callanan Land.

The purchase price is fixed at twenty-five hundred and no/100 (\$2500.00) Dollars, receipt of Two hundred fifty and no/100 (\$250.00) Dollars in cash is hereby acknowledged, the remainder of the purchase price is the sum of Twenty-two hundred fifty and no/100 (\$2250.00) Dollars and is to bear interest from date of this contract at 8% per annum, payable semi-annually until the entire purchase price is paid in full, all interest not paid when due to bear interest at the same rate as the principal until paid. The parties of the Second part agree to pay said sum in installments of twenty-five & no/100 (\$25.00) Dollars per month, the first installment to be paid on December 1st, 1920, and thereafter twenty-five & no/100 (\$25.00) Dollars on the first day of each succeeding month until the entire principal and interest is paid in full. The parties of the Second Part further agree to keep the dwelling house and buildings on said lot fully insured in the name of the party of the First part against destruction by fire and is to pay all taxes on said lot and keep the buildings in a reasonable state of repair.

Time is of the essence of this agreement and if the parties of the Second part shall fail to make said monthly payments as they become due, then he shall become a tenant immediately of the party of the First Part and all sums of money heretofore paid by the parties of the second part are to be taken and construed as rent for said premises to the extent of twenty-five and no/100 (\$25.00) Dollars per month, and upon failure to pay said sum, the party of the First Part shall declare said tenancy at an end and may eject the parties of the second part as tenants holding over after the expiration of his lease and shall be entitled to re-enter and re-possess said premises as the landlord of the said parties of the second part. But, that, if the parties of the second part shall faithfully make said payments, pay taxes, insurance premiums, interest and keep said premises in repair until they shall have paid the full sum of Twenty-five hundred and no/100 (\$2500.00) Dollars under this contract and interest from the date of this contract at the rate of 8% per annum, payable semi-annually as aforesaid, then the party of the first part is to make unto the parties of the second part a good deed to said land and premises, conveying the same to the parties of the second part in fee simple, free from any liens.

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

Witnesses:-
J.W. Locke,
R.Y. Hellams.

Jas. E. Payne
Party of the first part.
Colfax Humphreys,
S.E. Sanders,
Parties of the second part.

For Assignments to this contract, see page 289 in this book Vol. 85 page 119.

South Carolina,
Greenville County.

Personally appeared before me R.Y. Hellams who upon oath says that he saw the within named Jas. E. Payne and Colfax Humphreys and S.E. Sanders each sign and execute the foregoing and written agreement and that he with J.W. Locke witnessed the execution thereof.

Sworn to before me Nov. 4, 1920.

H.K. Townes (Seal)
Notary Public, S.C.

R.Y. Hellams

Recorded August 30th. 1921.

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State of South Carolina,
County of Greenville.

Whereas, J.E. Beattie, late of the County and State aforesaid, departed this life in October 1916, leaving as his sole heirs at law his widow, Mary C. Beattie, and his six children all of whom are of full age, to-wit: F.F. Beattie, Jno. E. Beattie, Hamlin Beattie, Mary B. Mathews, Sallie B. Poe, and Emily Perrin, and leaving of force his last will and testament which was duly admitted to probate in the Probate Office for the County and State aforesaid, by which he appointed Mary C. Beattie and F.F. Beattie as his Executors, and which will, after making certain specific legacies contained the following clause, to-wit:

"The balance of my property, real and personal, including all life insurance, I give to my wife, Mary C. Beattie, and appoint her as guardian of our children. The conditions on which this gift is made are expressed in Codicil F I attached to this instrument". and

Whereas, by said will he did further confer upon his executors full power to sell and convey real and personal property; and

Whereas, the said Mary C. Beattie and F.F. Beattie duly qualified as executors of said will and are still acting in that capacity; and

Whereas, the said J.E. Beattie failed to execute any codicil and failed to attach any conditions to the gift to the said Mary C. Beattie; and

Whereas, the said Mary C. Beattie is the sole owner of all the said residuary estate, which includes the lot of land hereinafter described; and

Whereas, it is the desire of all the children of the said J.E. Beattie that the title of the said Mary C. Beattie shall be clear of any doubt or cloud, and have to this end requested the executors to execute to her a conveyance transferring and quit-claiming all interest of the estate in said lot and have indicated their purpose by joining in this conveyance:

Now, Therefore, we, Mary C. Beattie, and F.F. Beattie, as executors of the last will and testament of J.E. Beattie, deceased, in consideration of the premises and of the sum of One Dollar to us in hand paid by Mary C. Beattie, the receipts whereof is hereby acknowledged, have granted, bargained, sold, conveyed and quit-claimed, and by these presents do grant, bargain, sell, convey and quit-claim unto Mary C. Beattie, all interest and estate of J.E. Beattie to and in the following described lot of land situate in the City of Greenville, County and State aforesaid, on the northern side of East North Street, and having the following lines, courses and distances, according to the plat of R.E. Dalton made July 1921, to-wit: