

State of South Carolina
County of Greenville

A G R E E M E N T.

Whereas, Utopian Developing Company contracted to sell to W. C. Walker a certain lot of land at the intersection of North Main Street and the National Highway (Camp Road) for the price of Ten Thousand (\$10,000.00) Dollars; and

Whereas, suit was brought for specific performance and the Court ordered that the said W. C. Walker comply with his contract; and

Whereas, the said W. C. Walker finds that he is unable to raise the money with which to pay for the purchase of said land and has requested Utopian Developing Company to relieve him from the obligation to purchase said property, agreeing that if it will relieve him from such contract that the said Utopian Developing Company may retain the cash already paid on said contract by way of liquidated damages; and

Whereas, Utopian Developing Company is willing upon the said terms to release the said W. C. Walker from his contract to purchase said lands:

Now, Therefore, this Agreement made and entered into this 5th day of January, 1931, by and between Utopian Developing Company, of the First Part, and W. C. Walker, of the second part:

W I T N E S S E T H:

For and in consideration of the stipulations hereinabove set forth and for and in consideration of the earnest money already paid upon said contract by the said W. C. Walker, Utopian Developing Company does hereby release and discharge the said W. C. Walker for any and all liability under said contract, and the said W. C. Walker, in consideration of such release, does hereby forever release and discharge the said Utopian Developing Company for any and all liability under the said contract of purchase and sale, and hereby covenants that the said contract of sale and purchase be surrendered up and cancelled.

To the full and faithful performance of this Agreement the parties hereto do hereby bind themselves, their heirs, executors, administrators and assigns by these present.

In witness whereof Utopian Developing Company has caused this Agreement to be signed by its duly authorized officers and its official seal to be hereunto affixed, and W. C. Walker has hereunto set his hand and seal, the day and year first above written. In the presence of

M. L. Gregory,
J. C. Pressly,

UTOPIAN DEVELOPING COMPANY (L.S.)
Of the First Part.

BY: W. T. Henderson, Pres.
And Geo. W. Long, Sect. and treas.

As to Utopian Developing Company.

M. L. Gregory
J. C. Pressly,

W. C. Walker (L.S.)
Of the Second Part.

As to W. C. Walker

State of South Carolina,
County of Greenville.

Personally appeared before me M. L. Gregory and made oath that he saw W. T. Henderson, as Pres. and Geo. W. Long, as Sec. & Treas. of Utopian Developing Company, a corporation, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written agreement, and that he with J. C. Pressly, witnessed the execution thereof.

Sworn to before me this
5th day of January, 1931.

M. L. Gregory.

C. E. Martin, (L.S.)

Notary Public for South Carolina.

(OVER)

State of South Carolina
County of Greenville

Personally appeared before me M. L. Gregory, and made oath that he saw the within named W. C. Walker sign, seal and as his act and deed deliver the within written agreement, and that he with J. C. Pressly witnessed the execution thereof.

Sworn to before me this

M. L. Gregory.

5th day of January, 1931.

C. E. Martin (L.S.)

Notary Public for South Carolina.

Recorded this the 20th day of January 1931 at 8:00 A. M.

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