

State of South Carolina,
County of Greenville,

This agreement made and entered into by and between J. P. Chappell, E. W. Biggs and Mattie G. Farmer hereinafter referred to as the Sellers, and J. L. Fessett hereinafter referred to as the Purchaser, Witnesseth:

That the Sellers for the consideration hereinafter mentioned hereby agree to sell and convey to the Purchaser-

"All that certain piece, parcel or tract of land situate, lying and being on the old Rutherford Road in the County and State aforesaid and containing 9.29 acres, more or less and having the following notes and bounds according to a plat made by C. M. Furman, Jr. Civil Engineer, February 24, 1930--Beginning at an iron pin on the Rutherford Road and running thence with said road N. 72-03 E. 346 feet to a pin in said road; thence continuing with said road N. 78-19 E. 394.7 feet to an iron pin in said road; thence N. 46-44 E. 107.3 feet to Greenville County property; thence with line of said property, N. 60-28 W. 943 feet to an iron pin; thence S. 68-54 W. 327 feet to an iron pin; thence S. 28-48 E. 633 feet to the beginning corner."

And the Purchaser agrees to pay for said tract of land the sum of Fifty five Hundred (\$5500.00) Dollars payable in the following manner: \$3,000.00 in cash; one Hundred (\$100.00) Dollars payable upon the execution of this agreement, the receipt whereof is hereby acknowledged by the Sellers, and \$2900.00 to be paid on or before ten days from this date when deed is to be executed for said tract of land, and the balance, to-wit, the sum of \$2500.00 to be payable on or before three years from date, the same to be evidenced by note for said sum of money payable on or before three years from date with interest thereon from date at the rate of 7% payable annually until paid, and said note to be secured by a mortgage of 6.29 acres, more or less of said tract of land; three acres thereof in the Southwest part of said tract of land fronting on the Rutherford Road and extending to a point in the present entrance to said property and extending back in a line parallel with the West line to a Washed Place in said tract of land, this three acres not to be included in the mortgage.

It is agreed that the three acres referred to above is not to include any of the graves situate on the West side of said tract of land.

And the Sellers further hereby agree to release, in one acre lots, the lien of said mortgage upon the Purchaser paying the sum of One Thousand Dollars per acre, the same to be credited upon said note and mortgage.

The Sellers do hereby agree to execute and deliver to the Purchaser a good fee simple, general warranty deed with covenants renounced, to said tract of land, and free from all encumbrances, on or before ten days from this date, upon the Purchaser complying upon his part with the terms of this contract, and in case the Purchaser should fail to comply with the terms of this contract, then the sum of \$100.00 is to be forfeited, but in case the title to said property should be found by the Attorneys for the Purchaser, to be not a good marketable title, then the Sellers are to refund to the Purchaser the One Hundred Dollar cash payment.

This Agreement to extend to and bind the respective heirs, executors, administrators and assigns of said parties.

In witness whereof the parties hereto have hereunto set their hands and seals in duplicate, this the 28 day of April 1930.

In the Presence of;

Oscar Hedges
Jessie O. Hunt.

J. P. Chappell (L.S.)
E. W. Biggs (L.S.)
Mattie G. Farmer (L.S.)
Sellers
J. L. Fessett, (L.S.)
Purchaser.

State of South Carolina
County of Greenville

Personally appeared before me Jessie O. Hunt, who being duly sworn says that she saw J. P. Chappell, E. W. Biggs, and Mattie G. Farmer, Sellers, and J. L. Fessett, Purchase sign, seal and as their act and deed deliver the foregoing written agreement for the uses and purposes therein mentioned, and that she with Oscar Hedges, witnessed the execution thereof.

Sworn to before me this 28 day of April 1930

Jessie O. Hunt.

Oscar Hedges. (L.S.)

N. P. for S. O.

Recorded this the 28th day of April 1930 at 10:12 A. M.

END OF D.

State of South Carolina,
County of Greenville.

Whereas Julia Collins Watts and Thelma Collins own a house and lot in Greenville on Green Avenue which was conveyed to them by their father Messrs Collins, deed dated October 8, 1927, recorded in Volume 130 Page 169, R. M. C. Office for the said Greenville County, and:

Whereas, some question has arisen as to the joining line between my property on Green Avenue and the property of Julia Collins Watts and Thelma Collins,

Nev, therefore, knew all men by these presents that I, Carrie Hawthorne have and in consideration of the premises and One Dollar (\$1.00) to me in hand at and before the sealing of these presents by Julia Collins Watts and Thelma Collins do agree hereby acknowledge the correct line between the said lots to be according to a survey made by C. M. Furman, Engineer, September, 1928, beginning at the present fence post on Green Avenue, which is adapted as the correct corner of my lot and the Collins Lot, and running thence S. 67-35 E. 100.8 feet to an iron pin, which is two (2) feet south from the fence on the rear line, of said lots, so that the rear of the Collins lots is correctly set forth by the fence post on Green Avenue by a line running to a point on the rear line of said lots two feet from the present fence post on said rear line, the courses and distances of said line is correctly given in this instrument. I do hereby bind myself and my heirs, executive administrators, to warrant and recognize the said line to be the correct line between the said lots.

This the 28th day of October 1928, Greenville, S. C.

Witness:

H. K. Townes.

Ernestene Ferguson.

Carrie Hawthorne L. S.

State of South Carolina
County of Greenville

Personally appeared before me H. K. Townes who on oath says that he saw Carrie Hawthorne sign, the foregoing agreement and that he with Ernestene Ferguson witnessed the execution thereof.

Sworn to before me this 1st,
day of May, 1930

H. K. Townes.

S. C. Matthews L. S.
Notary Public for S. C.

Recorded this the 1st day of May 1930 at 9:08 A. M.

END OF D.