

This contract has been cancelled and in lieu a mortgage for \$2000.00 has been executed to J. H. Stamey by W. L. Stamey and himself on this 24th of September 24-1930

State of South Carolina,
County of Greenville.

This indenture made in duplicate entered into by and between J. H. Stamey, party of the first part, and W. L. Stamey, party of the second part, Witnesseth:

Whereas, J. H. Stamey, party of first part, has this 16th day of September 1930 deeded to W. L. Stamey, party of second part, a certain tract of land situate, lying and being in the county of Greenville, State of South Carolina, in Saluda Township, described as follows: Beginning on a stone on a branch, thence running N. 2 E. 15.03 to a pine; thence S. 82 1/4 W. 7.75 to a stone, thence N. 24 W. 1.40 to an Ash, thence S. 79 1/4 W. 4.42 to a post thence S. 65 W. 3.45 to an iron pin, thence N. 70 W. 3.75 to a sweet gum, thence S. 49 1/2 W. 9.30 to an iron pin, thence S. 4 E. 2.70 to an iron pin thence S. 71 W. 2.20 to bend in old road, thence N. 82 W. 1.60 to an iron pin, thence S. 14 1/2 W. 4.30 to an iron pin, thence S. 4 W. 10.40 to an iron pin, thence up a branch 35.50 to the beginning corner and contains 60 acres, more or less.

And whereas party of second part has agreed and contracted to pay to party of first part the sum of three thousand dollars for said property, said payment or payments to be made by way of advances, or money from time to time as party of first part may need same for his upkeep and support and the upkeep and support of his wife for and during their natural lives, until the full and just sum of three thousand dollars is paid for the purchase price of said land;

Now, know all men by these presents that party of first part agrees to convey and has this 16th day of September, 1930, conveyed to party of second part the land above described (and also fully described in deed of equal date to this contract); and party of second part agrees and contracts to advance such money as is necessary for the proper support and maintenance of the party of the first part and his wife for and during their life time; that in the event party of first part should predecease his wife then and in that event party of second part shall continue to support and maintain the wife of party of first part for the remainder of her life.

In the event party of the second part shall not expend on the party of the first part and his wife, during their life-time, the full sum of three thousand dollars then party of the second part shall account and pay to the children of the party of first part the difference between three thousand dollars and the actual amount expended by him. It is further agreed and contracted that for and during the natural lives of the party of the first part and his wife, Martha J. Stamey, they are to reserve, occupy and hold possession the house on the North side of the Stamey Road, and the land immediately surrounding said house containing about one and one-half acres, more or less. It being the distinct understanding that all of said land, including the house and acreage just mentioned, shall pass to the party of the second part, in fee simple and free of all encumbrances provided party of the second part shall perform the conditions hereinbefore set forth.

This contract binds ourselves, our heirs, administrators, assigns, and executors absolutely and forever.

Should the party of the second part predecease party of the first part and or his wife, and the wife or administrator of the party of the second part should fail to carry out this contract as entered unto by the parties herein, then and in that event all such money, or advances made or paid unto party of the first part shall be refunded to the legal representative of the party of the second part, said refund to be made by the heirs of the party of the first part out of their interests which they may have in the property belonging to the party of the first part at the time of his death.

Witness our hands and seals
this 16th day of September 1930
Erie B. Edwards.
H. P. Burbage.

J. H. Stamey.
Party of the first part.
W. L. Stamey,
Party of the second part.

State of South Carolina.
County of Greenville;

Personally appeared before me Erie B. Edwards, who being duly sworn says that she saw the within named J. H. Stamey, and W. L. Stamey, sign, execute and deliver the within written instrument, and that she, with H. P. Burbage, witnessed the execution thereof

H. P. Burbage, (L.S.)
Notary Public for S. C.

Erie B. Edwards.

Recorded this the 17th day of September 1930 at 11:45 A. M.

2419

at 11:45 A.M.

Received Sept 24-1930