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cease and determine and possession of said premises shall be forthwith surrendered by the purchaser to the seller, in the event of any holding over by the purchaser after the election to terminate as aforesaid, the seller shall have all the rights and remedies of a landlord for obtaining possession upon the termination of a lease.

In the event the said purchaser shall fail or refuse to deliver possession or shall refuse to carry out any of his agreements herein contained, and the seller deems it necessary to employ and engage legal services to enforce its rights hereunder, the purchaser agrees to pay all costs and expenses thereby occasioned, including reasonable attorneys' fees for the attorneys of the seller.

It is further agreed that if within one month from the date hereof (time in this respect being of the essence hereof) the purchaser shall fail to notify the seller of his claim of any defect which may exist or the purchaser deems to exist in the seller's title to said premises, then the purchaser shall be deemed to have waived all defects, if any, in the title and the seller vested in fee simple thereto free from encumbrances. In the event the purchaser shall deem any defect to exist in the seller's title and shall in writing notify the seller thereof, then the seller may at its election either remove or cause such defect to be removed or declare this contract terminated and ended and of no effect. In the event the seller elects to remove such alleged defect, then the same shall be removed within six months after the receipt of such notification, in default of which this contract shall thereby ipso facto be terminated and ended.

In the event of the termination of this contract by reason of defect in the seller's title, the seller may retain from payments made hereunder as rent for the time theretofore elapsed a sum equivalent to ten per cent. of the purchase price proportioned in the same ratio which the time the purchaser retains possession shall bear to twelve months. The overplus shall be refunded to the purchaser.

Witness the signature and seal of The First Carolinas Joint Stock Land Bank of Columbia, by its President and its Treasurer, hereunder duly authorized, and of said J. D. Spence the day and year first hereinabove written.

Signed, sealed and delivered in the presence of:

P. M. Therrell
M. J. BRUNTON
O. W. Bagwell
R. G. Ellis,
As to Seller
As to Purchaser.



The First Carolinas Joint Stock Land Bank of Columbia, (LS)
BY: J. R. Spencer, President.
N. B. Gamble Asst. Treasurer.
J. D. Spence, (LS)

For value received, I, J. D. Spence, do hereby sell, assign and transfer unto Joseph A. Tolbert, his heirs and assigns, an undivided one-half interest of, in and to the within Purchase and Sale Agreement; that the benefits, privileges and obligations therein stated, and the land when conveyed to be and belong to me, shall henceforth be and belong to myself and the said Joseph A. Tolbert, share and share alike, as tenants in common, our heirs and assigns.

April 17th, 1933.

J. D. Spence, (L. S.)

In the Presence of
W. C. Walker,
W. D. White,

Personally comes before me W. C. Walker, and makes oath that he saw the within named J. D. Spence sign, seal and as his act and deed deliver the foregoing agreement and that he with W. D. White witnessed the execution of the same.

Sworn to and subscribed before me this the 17th day of April 1933.

W. C. Walker,

W. D. White, (SEAL)
Not. Pub. S. C.



Recorded this the 18th day of April, 1933, at 2:40 P. M.