

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

A G R E E M E N T.

This agreement made this 3 day of July, 1939 between Mrs. Jane G. Hammond of Greenville, South Carolina, hereinafter called the principal, and the Law & Tuten Realty and Investment Company, of Greenville, South Carolina, hereinafter called the agent, witnesseth:

That in consideration of said agent listing for sale, undertaking to develop, and to find purchasers for the real estate hereinafter described in this contract and known as Langley Heights Subdivision, said principal hereby grants and gives to said agent the sole and exclusive right to sell said real estate for the period of twenty-four (24) months from this date and thereafter until notified by said principal in writing that the contract of agency has terminated.

In the event any lot or portion of said real estate is sold by said agent, or by said principal, or by any other person during the continuation of this agreement, said principal hereby agrees to pay said agent out of the first purchase money paid on said real estate, upon sale being effected, a commission of fifteen (15%) per cent of whatever amount said property is sold for. And should above property be sold to parties who have negotiated with said agent for said property within sixty (60) days after termination of this contract, the above named commission shall go to said agent.

That said real estate that is the subject of this agreement is all that parcel or lot of land known as Langley Heights Subdivision, situate in Greenville County, Greenville Township, now owned by Mrs. Jane G. Hammond, bounded on the North by Mills Ave., on the East by Brushy Creek, on the South by Grove Road, and on the West by a line running from Grove Road North 40-13 W. to Mills Ave. and more particularly described by a plat made by Dalton & Neves, with the exception of lots 6, 7, 8, 9, 10, 11, 13, 18, 20, 21, 22, __, __, __, __, __, __, which have already been sold.

That said principal and said agent hereby agree that no lot shall be sold from the Langley Heights Subdivision for an amount less than that stated as the selling price in the schedule hereto attached and expressly made a part of this contract, provided, that by a mutual agreement in writing, signed by both principal and agent, this provision may be waived as to any one lot or lots.

That said principal and said agent further agree that in the event any lots are sold on terms other than cash that no lot shall be sold for less than twenty (20%) per cent cash, the balance to be paid in a period of not more than twenty-four (24) months. Any balance to bear interest at the rate of five (5%) per cent per annum from the date of the sale. The collection of all deferred payments shall be made at the offices of said agent, and said agent shall collect all funds due principal each month and shall pay all funds collected for principal to the principal on or before the tenth of the following month. Said agent agrees to charge no commission for said collections.

Said principal agrees to furnish sufficient water lines and electric lines to each of the lots in said subdivision.

Said principal agrees to incorporate and make a part of any and all deeds to any and all lots in the Langley Heights Subdivision the restrictions and covenants hereafter to be adopted for the Langley Heights Subdivision, to be approved by the Federal Housing Administration and to be recorded in the R. M. C. Office for Greenville County.

Said principal further agrees to obtain the agreement and consent of the owners of any lots that have heretofore been sold in the development known as Langley Heights Subdivision to the restrictions and covenants hereafter to be approved and recorded, and to have said consent and agreements from purchasers signed in writing and recorded in the R. M. C. Office for Greenville County.

Said agent is not to be responsible for the construction, upkeep and repair of streets and sidewalks necessary to the proper development of said subdivision, but said agent agrees to cooperate with said principal in obtaining the services of State and County departments in constructing and maintaining said streets and sidewalks.

Said agent agrees to provide its services for the promotion, development, advertising and selling of aforesaid subdivision as fast as possible, and to charge nothing except in the event sale or sales are made as stated heretofore.

Witness our hands and seals this 3 day of July, 1939.

Jane G. Hammond

Witnesses:

Mrs. Jane G. Hammond, Principal

J. McD. Law

Law & Tuten Realty and Investment Co.

Delia Hall.

BY: R. O. Tuten,

Secy. & Treas.

Personally appeared before me J. McD. Law who on oath says that he saw the above Jane G. Hammond