

TITLE TO REAL ESTATE

State of South Carolina,  
County of Greenville.

Personally appeared before me Paul J. Oeland, who, being duly sworn says that he saw Mrs. Andrea C. Patterson, sign, seal and as her act and deed execute the foregoing Release, and that he with Robt. I. Woodside witnessed the execution thereof.  
Sworn to before me this 12th day of September, 1941.

Robt. I. Woodside (L. S.)  
Notary Public for South Carolina.

Paul J. Oeland.

Right of Way and Release Recorded September 12th, 1941 at 3:51 P. M. #13493 BY:E.G.

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Aug. 2, 1941.

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Palmetto Realty Corporation,  
Greenville, S. C.,

Attention Mr. L. F. Simpson, Jr.

Dear Mr. Simpson:

With further reference to our promoting and offering for sale a certain tract of land to be known as OAKVALE FARMS of approximately 158 acres for you, said tract being represented by a plat of survey of the property of Palmetto Realty Corporation by Dalton & Neves made Feb. 1941, we submit the following proposal for your consideration:

1. We would fix a price of:
  - a. \$100.00 an acre on Sections A and C, approximately 40 acres
  - b. \$175.00 per acre for Tract B, including the house thereon, approximately 10 acres
  - c. \$75.00 per acre for Tract G, approximately 70 acres.
  - d. \$50.00 per acre for Tracts D, E and F, approximately 40 acres

The exact acreage of the several tracts is to be determined by a re-survey and replatting of the property.
2. The above prices to be net to the owner.
3. To the net prices of the several tracts, as shown by re-platting of the property will be added 35% of said net prices as our commission. If after adding the commission to the net price, in our opinion, any tract or tracts will sell at an even higher figure, the overage thus realized will be split on a 50-50 basis between the owner and our office.
4. All monies paid by the purchasers, whether all cash or on weekly or other plan, will be divided on a 50-50 basis until we shall have received our 35% commission and one-half of the overage, if any. All collections to be made through our office at no cost to the owner, and a financial statement and accounting for all funds collected is to be made to the owner once a month. Our records to be open to the inspection of the owner at all times.
5. The only expense to be incurred by the owner will be a new survey and replatting of the property, and the opening of a road through the property as indicated on plat above referred to. The total cost of new survey and road not to exceed \$750.00. This expenditure does not include bridge or railroad crossing or drains constructed in any part of the proposed road. Owner does not guarantee to make railroad crossing except as already in existence.
6. The owner is to be reimbursed for the expenditures referred to in Paragraph 5 out of his share of the first money collected; in other words, the owner authorizes sellers to have said work done and same is to be paid for by owner of land out of first moneys collected from sale of property, meaning his part.
7. 5% interest will be charged on all contracts and mortgages. No taxes will be paid by the purchaser until a deed is delivered.
8. Agents are to be authorized to sign a contract of sale and purchase in name of owner on any tract sold at the price and on the terms already mutually agreed upon.
9. Owner to furnish deed in fee simple, clear and free of all encumbrances upon the full payment of purchase price.
10. A small commission will be allowed a purchaser of a tract upon the sale he or she makes to a third party. This commission not to be paid in cash but to be credited on the sales contract of the party effecting the sale. Whatever commissions thus earned and paid will be deducted from the overage figured