

and any and all rights of said purchasers in and to said premises shall then immediately cease and determine; and in such event, or if such purchaser shall fail to fulfil any other requirement hereof, said seller shall become immediately entitled to the possession of said premises without notice or the necessity of legal proceedings, and may, in person or by agent, enter upon and resume possession thereof and remove all occupants and other persons therefrom as tenants holding over after the expiration of their lease and for nonpayment of rent, or as trespassers; and said purchasers hereby waive notice of such entry or default and agree to vacate said premises immediately and to surrender to said seller the possession thereof peaceably and in as good condition as they are now in.

It is further agreed by said parties that if said purchasers shall fail to pay promptly when due, any sum required hereunder to be paid by them or to comply with any other provision hereof, or in the event of litigation or disagreement regarding the terms hereof, the occupancy of said premises or any other matter relating thereto, it shall be lawful for any judge of the Court of Common Pleas of South Carolina, or other court having jurisdiction, upon application to him, ex parte or otherwise, on behalf of said seller, to appoint, with or without notice to said purchaser, a receiver, with or without bond, to take possession of said premises, lease the same, collect the rents thereof and apply the net proceeds thereof toward the payment of any amounts due or to become due to said seller, without liability to account for anything more than sums actually received.

It is further agreed that the terms and conditions hereof shall extend to and bind the respective heirs, executors, administrators and assigns of the parties hereto; but that said purchasers shall not transfer to any person or corporation any rights hereunder without the written consent of said seller.

The land intended to be affected by this agreement is described as follows: all that certain piece or parcel of land situate, lying and being in said state and county, not quite two and one-half miles slightly south of west of the county court house in the City of Greenville, including Lots numbered nine (9), eleven (11), twelve (12) and thirteen (13) as shown on Dalton & Neves' plat dated April, 1942, and recorded in the Office of the Register of Mesne Conveyances for said county in Plat Book "K", on page 128; this being a part of the land conveyed to said seller by Southern Guaranty and Trust Company, as trustee, on August 18th, 1945, by deed recorded in said office in Book 279, at page 214.

In witness whereof the parties hereto have subscribed their names and affixed their seals to this agreement and a duplicate hereof (either of which shall be deemed an original for all purposes) on this the third day of October, A. D. 1946.

Signed, sealed and delivered

in the presence of:

Tullie O. Williamson
 Tullie O. Williamson
 Melvin Yongue
 Melvin Yongue
 W. E. Holbrook
 F. B. Massingale.

Andrea C. Patterson (L. S.)
 Party of the first part.

G. E. Bradshaw (L. S.)

S. H. Weathers (L. S.)
 Parties of the second part.

In consideration of the prospective benefits which may accrue to us through the performance of the foregoing contract entered into between Andrea C. Patterson as vendor and S. H. Weathers and G. E. Bradshaw as vendees for the sale of Lots Nos. 9, 11, 12 and 13 on Dalton & Neves' plat recorded in Plat Book "K", page 128, we hereby bind ourselves and our respective heirs, executors, administrators and successors (in the event that said agreement be fully performed by all parties thereto) to release said land from the liens of the following mortgages:

(1) The mortgage to Arthur M. Taylor dated February 1, 1923, recorded in the office of the Register of Mesne Conveyances for Greenville County, South Carolina, in Book 87, at page 159; and

(2) The mortgage to Andrea C. Patterson, dated August 4, 1924, recorded in said office in Book 31, page 166.

Signed, sealed and delivered

in the presence of:

W. E. Holbrook
 F. B. Massingale.

Andrea C. Patterson
 L. C. Patterson
 as trustee for R. H. and W. P. White under the will of Mrs. Louisa E. White.

STATE OF SOUTH CAROLINA,
 COUNTY OF GREENVILLE.

PERSONALLY appeared before me W. E. Holbrook and made oath that he saw the within named Andrea C. Patterson, sign, seal and as her act and deed deliver the within written agreement, and that he saw the within named Andrea C. Patterson and L. C. Patterson, as trustee, sign, seal and as their act and deed deliver the within written covenant to release mortgages; and that he,