

State of South Carolina.

County of Greenville.

WHEREAS, S. D. McAbee (Sr) heretofore departed this life, intestate, leaving the parties hereto, his widow and children, and being seized and possessed in fee of the lands hereinafter referred to; and

WHEREAS, after his death the children all executed a deed of conveyance to the said lands to the widow of said deceased, for and during her natural life; and

WHEREAS, one of said children, to-wit: S. D. McAbee (jr) is staying with, looking after the said widow of said deceased, and also operating the said farm, and has begun or contemplates the starting of a dairy on the said place, in which operation it will be necessary to incur expenses for buildings and other permanent improvements on and about said premises for said purpose, and it is desired to protect the said S. D. McAbee (jr) for and as against said expenses to the end that he will be re-imbursed therefor, now, therefore, in consideration of the premises, it is hereby stipulated and contracted by the signatory parties hereto that at and upon the death of the said life-tenant, Mrs. Mary E. McAbee, the said S. D. McAbee, (jr) will be re-imbursed and paid for all permanent buildings and improvements of any and all nature thereon placed by him, on the basis of the appraised value thereof as of the date of death of said life-tenant, which re-imburement to be made and paid to ~~the~~ S. D. McAbee (jr) from proceeds of sale of the said property or otherwise as may be agreed upon and then determined; but in case the said S. D. McAbee (jr) becomes and is then the owner thereof, then no reimbursement or compensation for such improvements will be made to him at all; and also the said S. D. McAbee, (jr) in case he does not become purchaser and owner of said lands, shall have a reasonable time after the death of said Mrs. Mary E. McAbee in which to remove all equipment, machinery, appliances, supplies