

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE ) AGREEMENT

This agreement made and entered into orally on November 12, 1958, with the understanding that the same would be reduced to writing upon the completion of the survey of the property hereinafter described by and between Sam L. Willimon, White Horse Road, Greenville, South Carolina, hereinafter called Seller, and W. H. McCrary, Cedar Lane Road, Greenville, South Carolina, hereinafter called the Purchaser, witnesseth as follows:

The Seller hereby agrees to sell and convey to the Purchaser, in fee simple, free from all encumbrances, for the sum of \$33,140.00 the property hereinafter described, \$300.00 of the said purchase price having been paid on November 12, 1958, and the balance to be paid as follows: \$9300.00 upon the signing of these presents, \$9600.00 plus interest on February 15, 1959, \$9600.00 plus interest on February 15, 1960, and \$4340.00 plus interest on February 15, 1961, with interest from date at the rate of five per cent per annum to be computed and paid on February 15, 1959, and annually thereafter and the Purchaser agrees to purchase and pay for the said property on said terms.

Upon the payment by the Purchaser of the February 15, 1959, installment, the Seller is to execute and deliver to him a deed, with dower duly renounced thereon, conveying to him in fee simple the said property as aforesaid; whereupon the Purchaser shall execute and deliver to the Seller a note secured by a mortgage over the said property for the balance of the said purchase price with interest at five per cent per annum and in keeping with the terms above set out.

It is understood and agreed that the Purchaser is to subdivide the property into lots and that he is to offer the lots for sale. The Seller shall release thirty-five (35) per cent of the lots which shall be laid out and offered for sale from the lien of the mortgage which the Purchaser is to execute to him, when requested to do so, without any payments being made on the said mortgage. When

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