

JULIUS H. HEYWARD

Agreement.

and

Henry Seaborn

and

E.B. Cureton.

State of South Carolina.

Greenville County.

This agreement made this 9th. day of April A.D. 1904 between Julius H. Heyward of the one part and Henry Seaborn and E.D. Cureton of the other part witnesseth:

That the said Heyward hereby agrees (in consideration of the payments hereinafter set forth, and when all the conditions hereinafter set forth shall have been fully complied with) to deliver to the said Henry Seaborn and E.D. Cureton, or their heirs, a good and sufficient deed to all that lot or parcel of land situate lying and being in the County and State aforesaid in Grove Township, containing Forty eight acres more or less, being part of the Charles land, and designated as Lot No. 1 on a plat of the same made by William A. Hudson, Surveyor, on the 8th. day of January A.D. 1898.

And the said Henry Seaborn and E.D. Cureton hereby agree for themselves and their heirs, jointly and severally, to pay for said lot the sum of Seven hundred dollars as follows: One hundred and seventy five dollars on the 1st day of October A.D. 1904, One Hundred and seventy five dollars on the 1st day of October A.D. 1905 One hundred and seventy five dollars on the 1st day of October A.D. 1906 and One hundred and seventy five dollars on the 1st day of October A.D. 1907, and interest on each of said payments from the 1st day of October A.D. 1904 at the rate of eight per cent per annum, payable annually on the whole amount principal and interest until paid in full.

And the said Henry Seaborn and E.D. Cureton further agree each for himself and his heirs, to pay all assessments or taxes falling due on said premises, on the first day of January 1905, to pay for all papers necessary to effect the complete transfer of the title to said premises, to commit no waste upon said premises and to cultivate the same in a husband-like manner, and if this agreement be enforced by an attorney or by legal proceedings of any sort, to pay in addition to the above amounts all attorneys fees, costs, expenses and forfeitures incident thereupon.

And it is further hereby agreed that if the said Henry Seaborn or E.D. Cureton, shall at any time fail to meet said payments or either of them or the interest thereon or any part thereof, promptly on the day the same may be due as above set forth, or shall fail to comply with any of the conditions hereinbefore set forth then and in either of such cases, this agreement shall be void at the option of the said Heyward, his heirs or assigns, and if the said Heyward, his heirs or assigns shall so elect, he or they shall have the right to forthwith re-enter upon said lot and re-take possession of the same, with all buildings and improvements thereon, which buildings and improvements shall in such case be forfeited to the said Heyward his heirs or assigns, and become his or their property absolutely, together with any payments theretofore made by the said Henry Seaborn and E.D. Cureton or either of them or their or his heirs in pursuance of this agreement.

And it is further hereby agreed that the said Heyward his heirs or assigns, shall have and they are hereby granted the right at his or their option to collect as rent any amount or amounts past due under this agreement, by distraint or in any manner provided by law for the collection of rent in arrear.

In witness whereof the said parties have hereunto set their hands and seals the day and year above written.

In presence of.

T.C. Gower.

G.B. Goodlett.

Julius H. Heyward. (SEAL).

Henry X Seaborn. (SEAL).

Eddie Cureton (SEAL).

Personally appears T.C. Gower who upon being sworn says that he saw the above named Julius H. Heyward, Henry Seaborn and Eddie Cureton sign seal and deliver the above agreement, and that he with G.B. Goodlett witnessed the execution of the same.

Sworn to and subscribed before me

T.C. Gower.

this 9th. day of May A.D. 1904.

W.C. Cothran (SEAL).

Notary Public S.C.

Recorded May 9th 1904.

R.C. Holland

Deed to Road.

T.D. Wood.

State of South Carolina.

County of Greenville.

Know all men by these presents that, I, R.C. Holland have this day sold to T.D. Wood the road leading from my residence to the Georgia Road, being the road bought of the Est. of S.A.E. Thackston Decd. for the consideration of his having purchased my tract of land containing Forty Three & one half acres, more or less.

In witness whereof I do set my hand and seal.

This May 5 1904.

R.C. Holland (SEAL).

Witness.

G.W. Goodwin.

S.T. Moore.

State of South Carolina.

County of Greenville.

Personally appeared before me and made oath that he saw the within named R.C. Holland sign seal & as his act & deed deliver the above deed to T.D. Wood & that he witnessed the execution thereof in the presence of S.T. Moore.

Sworn to before me this May 5, 1904.

G.W. Goodwin.

S.T. Moore (L.S.).

Not. Pub.

Recorded May 14th. 1904.