

## Q. Q. Q.

State of South Carolina, ( Agreement 75 E. )  
County of Greenville.

This agreement made and entered into this the 27th, day of August, A.D. 1907 by and between H.T. Stroud and N.H.T. Stroud both of said County and State, Witnesseth: (1) That said H.T. Stroud for an in consideration of the sum of sixteen hundred dollars to be paid as hereinafter provided has bargained, sold and will hereafter convey as is herein provided to the said N.H.T. Stroud, all that piece, parcel and tract of land situate in Saluda Township in said County and State two miles beyond Marietta, containing eighty-three acres, more or less, being the same tract that was inherited by Hessa Johnson from his Father W.M. Johnson and which was afterward owned by E.C. Stroud and sold as his land by D.P. Verner, Master and by said Master conveyed to the said H.T. Stroud October the 10th, 1905 and recorded in book K.K.K. at page 16; said lands adjoins Sallie Hart, Zion Batson, and others that for the aforesaid premises the said N.H.T. Stroud agrees to pay to the said H.T. Stroud the aforesaid sum of Sixteen-hundred dollars as follows, Beginning One year from the first day of January 1908, to pay the interest on the whole amount due at the rate of eight per cent per annum, said interest payable annually and if not so paid to draw interest at the same rate as the principal until paid; and One hundred Dollars on the principal, and each first day of January thereafter pay the interest on the whole amount due at that time at the rate as above stated and one hundred dollars on the principal, and this to continue until the principal and interest is paid in full, The option being here given the said H.N.T.-Stroud to pay as much more than One hundred dollars in making the annual payments as he may at any time be desirous to do.

(2) The crop on the place for the year 1907 remains the property of the said H.T.-Strouds and does not pass with the land and he is to pay the taxes for the year 1907.

3. the said N.H.T. Stroud, agrees to pay any and all taxes assessed or levied against said lands after the 1st, day of January 1908, and so continue until all the principal and interest above stated in paid in full according to this agreement.

4. That said N.H.T. Stroud is not to use any of the timber on said land except for the uses and purposes of the plantation in the way of Firewood, making improvements and keeping up repairs, that he is not to haul off any or sell any.

5. That the said H.T. Stroud, his Executors, Administrators and heirs on receiving full payment of the above sums of money and the interest thereon as herein provided hereby agrees to execute and deliver to the said N.H.T. Stroud his heirs and Assigns, a good and sufficient deed thereby conveying to him the aforesaid premises, and said deed shall contain a renunciation of Dower, if there be any dower in the land, and be with full covenants of warranty.

6. It is mutually agreed by and between the parties hereto that the said N.H.T. Stroud shall have possession of the said land the 1st, day of January 1908 and to use and occupy the same, but should he fail to perform this contract or any part thereof, in any particular or fail to make any of said payments of principal or interest, the said H.T.-Stroud his executors, administrators, heirs and assigns, immediately after such failure, shall have the right to declare this contract is thereupon null and void, and he or they may retain whatever may have been paid on said contract as rent for said premises and may treat the said N.H.T. Stroud as a tenant holding over without permission, and may take possession of the premises and remove the said N.H.T. Stroud and all persons therefrom.

7 That to the full and complete performance of all the agreements, terms and conditions in this contract contained, each of the parties hereto does bind himself, his Executors, Administrators, Heirs and Assigns, firmly by these Presents.

In witness whereof the parties hereto have in duplicate set their hands and seals the day and date above mentioned.

Signed, sealed and delivered in the presence of.

Wilton H. Earle,  
B.A. Morgan,  
South Carolina,  
Greenville County.

H.T. Stroud, (Seal)  
N.H.T. Stroud, (Seal)

Personally appeared before me B.A. Morgan, and made oath that he saw the within named H.T. Stroud and N.H.T. Stroud sign, seal and as their act and deed deliver the within written agreement and that he with Wilton H. Earle witnessed the execution thereof.

Sworn to and subscribed before me this 27th, day of August 1907. B.A. Morgan,  
Wilton H. Earle, (Seal)  
Not. Pub. S.C.

Recorded August 27th, 1907.

For Value received one to the other, the said H.T. Stroud and N.H.T. Stroud do and have hereby agreed to cancel the foregoing agreement and from and after this date each of them are released and discharged from any and all agreements, obligations, covenants and conditions contained therein as if no contract between them had been entered into. witness our hands and seals Oct. 21, 1908.

in presence of:

W.W. Miller,  
B.A. Morgan  
South Carolina,

H.T. Stroud, (Seal)  
N.H.T. Stroud, (Seal)

Greenville County, Personally appeared before me W.W. Miller and made oath that he saw the within H.T. Stroud and N.H.T. Stroud, seal, sign and deliver the within deed and that he with B.A. Morgan, witnessed the execution thereof.

Sworn and subscribed before me Oct. 21, 1908 W.W. Miller  
B.A. Morgan, (Seal)

Not. Pub. for S.C.

This release Recorded Oct. 21st, 1908.