

## Q. Q. Q.

State of South Carolina, ( Bond for Title. 75 ¢)

County of Greenville,  
This Agreement made this September 6th, 1907 between L.L. Barr, party of the first part, and B.F. Hughes, party of the second part, Witnesseth: That L.L. Barr agrees to sell to B.F. Hughes at the price, and on the terms and conditions hereinafter expressed, a certain tract of land situate in the County and State aforesaid, containing fifty-nine (59) acres more or less, being the land conveyed to him by E. Ross Doggett on August 10th, 1905 excepting and reserving however, from this sale, a lot on the Northern side of said land, to be cut off and to have the following lines; Beginning at stone Northeast corner of said tract thence with North line 42 W. 17.50 to stone Northwest corner; thence S. 30 W. to stone, to be located so as to include one acre in the excepted lot; thence in a straight line to the beginning, The party of the second part agrees to pay to the party of the first part for said land sixty-five (65) bales of good middling cotton, weighing 500 pounds each, packed in merchantable form and to be delivered to the party of the first part in Greenville, S.C. in ten equal installments of six and one-half (6-1/2) bales, on the first day of each November commencing November 1st, 1908, and on each successive first day of November thereafter until paid in full, if the party of the second part should fail to pay in full any installments of said cotton when the same is due then he is to pay interest on the unpaid portion at the rate of eight per cent, per annum until paid in full, and further the party of the first part is to have the privilege of requiring the unpaid part of such installment on any subsequent day, or he may elect to require the deficiency paid in cash, based upon the price of cotton on the day when such installment became due, it is further agreed that the party of the second part may at any time anticipate payment of any or all installments falling due in the subsequent years, by paying in cash an amount equal to the value of the cotton on the basis of ten cents (10cts.) per pound, but this privilege shall not extend to such installments as may become due in the years when such payment is made.

The party of the second part is to be let in possession of said premises under this agreement January 1st, 1908, He agrees to take good care of said premises and keep the same in a good state of repair and cultivation, and to pay all taxes accruing thereon. The party of the first part agrees on compliance by the party of the second part with the terms of this contract, and on payment in full, according to the stipulations thereof, to execute to the party of the second part a warranty deed for said land in fee simple, free from all liens and encumbrances. If the party of the second part should fail to pay either of the first two installments when due then this contract shall cease and determine, and the party of the first part shall be entitled to hold and to recover the full amount of the said first two installments, as rent for the said premises and as liquidated damages. In case it should become necessary to collect the amount due hereunder through an attorney or by legal proceedings, the party of the second part agrees to pay all costs and expenses including a fee of Seventy-five dollars (\$75.00) to the attorney for the party of the first part.

In Testimony Whereof, we have hereunto set our hands and seals the year and day first above mentioned.

Signed, sealed and delivered in the presence of:

("two interlined before execution)

H.J. Haynsworth,

J.B. Stein,

State of South Carolina,

County of Greenville,

Personally appeared before me J.B. Stein, who being duly sworn says that she saw

L.L. Barr and B.F. Hughes sign, seal and as their act and deed deliver the foregoing instrument, and that he with H.J. Haynsworth witnessed the execution thereof.

Sworn to before me this 8th, September 1907.

H.J. Haynsworth,

Notary Public, S.C.

L.L. Barr, (L.S.)

B.F. Hughes, (L.S.)

J.B. Stein,

It is agreed between L.L. Barr and B.F. Hughes, as a part of the foregoing contract, that the said L.L. Barr shall reserve the right to use the water from a spring and branch on the tract of land herein agreed to be conveyed, together with the right to run pipes under the soil so as to make the connection with the lot of land reserves by the said L.L. Barr and the right to renew and repair said pipes, together with the right to dam up the water sufficiently to conduct the same, and that the deed to be made by the said L.L. Barr should stipulate for this reservation.

Dated this September 6th, 1907.

L.L. Barr,  
B.F. Hughes.

recorded September 9th 1907.