

State of South Carolina,

County of Greenville.

This agreement made and entered into this the 19th. day of November 1910 by and between J.H. Ellison of the one part and T.T. Goldsmith and A.S. Agnew of the other,

Witnesseth:

That the said J.H. Ellison for and in consideration of the sum hereinafter mentioned and to be paid as hereinafter stated, has bargained and sold and will as is hereinafter stated convey to the said T.T. Goldsmith and A.S. Agnew, their heirs and assigns, or to such person or persons as they shall designate, all that tract of land situate near the City of Greenville, County and State aforesaid, containing Two hundred and thirty-six acres, more or less being the land whereon the said Ellison now resides and adjoining the lands of Donaldson, Means, Hughes and others: Also two mules, one wagon, all corn, fodder and other provender and roughness, farming tools and implements now on said place and the seed from five bales of cotton, &c. That the said T.T. Goldsmith and A.S. Agnew do hereby agree to pay and the said J.H. Ellison to receive the sum of Thirty five thousand dollars for all of the above mentioned property, real and personal, and to have possession thereof on or by the 1st. day of December, 1910.

There is to be no cash payment made therefor, but the said T.T. Goldsmith and A.S. Agnew will deposit on or by Nov. 26, 1910 with the said J.H. Ellison acceptable collateral or security of the value of five thousand dollars, which shall be held by the said J.H. Ellison in addition to any payments that may hereafter be made until payments on the original purchase price equivalent to one third thereof shall have been made, at which time, the collateral or security will be delivered to the said T.T. Goldsmith and A.S. Agnew and the said J.H. Ellison will execute and deliver to them his good and sufficient warranty deed in fee simple, free from all encumbrances, to said property upon the balance of the said purchase money being secured by a note or notes and a mortgage on said land securing the same, they to draw interest at the rate of seven per cent per annum, payable annually, until paid. It is understood and the said T.T. Goldsmith and A.S. Agnew hereby agree to pay to the said J.H. Ellison interest on the said Thirty five thousand dollars, or all unpaid balance thereof, from the first day of January 1911, at the rate of seven per cent per annum, payable annually until paid.

It is understood and agreed that the said Goldsmith and Agnew may sell said land or any part of it from time to time, in such parcels and on such terms as they see proper, but the purchase money paid on such sales and the security taken for any credit portions thereof, shall be paid and assigned to the said Ellison until the equivalent of one third of the purchase money of the whole tract has been paid or secured in this way; that all credit portions of any such sales shall be secured by notes and mortgages on the land so sold, by the purchasers thereof. It is further understood and agreed that when the deed has been made and the notes and mortgage given for the remainder of the purchase money, the said Ellison will release the lien of the said mortgage on such of said lands as may be sold from time to time, upon satisfactory arrangements being made, but no requirement exceeding the purchase price of the land as may be so sold shall be exacted. It is further agreed that the said T.T. Goldsmith and A.S. Agnew will pay all taxes accruing after 1910 and keep up all fire insurance on the premises that now exists. It is further understood and agreed that the one third payment of the original purchase price with all interest due shall have been made on or by three years from January 1st, 1911.

( over )

*My interest therein assigned to William Goldsmith  
This 11th day of Feb. 1942*

*A.S. Agnew*

*Recorded Feb. 11th. 1942 at 3:40 P.M.  
# 1886*

*W. D. Hamilton  
J. P. Hamilton*

**FEB 11 1942**  
**1886**