

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

THIS AGREEMENT made and entered into this 22nd day of August, 1916, by and between R.Y. Hellams of the one part, and Marie J. Hill of the other part,

WITNESSETH:

That for and in consideration of the sum of Four Hundred Dollars (\$400.00) paid and to be paid as is hereinafter stated, the said R.Y. Hellams has bargained and sold and will hereafter convey upon the terms and conditions hereinafter stated, to the said Marie J. Hill all that certain piece, parcel or lot of land located near the corporate limits of the city of Greenville, S.C. on Hall Street, and being a portion of the late Jas. E. Hill estate, and being known as lot No. 5 having the following metes and bounds: Beginning on Hall Street, 139.8 feet from County road, and running thence with Hall Street in a Southernly direction 51 feet; thence in an Easternly direction 110.4 feet; thence in a Northernly direction 110.4 feet; thence in a Northernly direction 51 feet; thence in a Westernly direction 113 feet to beginning corner, being the same lot of land conveyed to said Hellams by James Birnie by deed dated the 31st. day of May, 1916; deed recorded in Vol. 39, page 405.

The terms and conditions of said sale are as follows: That the said Marie J. Hill agrees to pay to the said Hellams the sum of Four Hundred Dollars (\$400.00), by paying Twenty-five Dollars (\$25.00) in cash at the execution and delivery of this Agreement, and that she will pay to him interest on the balance due at the rate of eight per cent per annum, to be computed and paid annually until paid in full, and if not so paid, to draw interest at same rate as the principal until paid, and that the above balance of principal will be paid Ten Dollars (\$10.00) monthly in advance, the first monthly payment to be made one month date hereof, and to continue in such monthly payments on the same day of each consecutive month until the whole amount due is fully paid.

The said Hellams agrees to execute and deliver, and the said Marie J. Hill to receive from him, upon the full payment of all interest and payments above stipulated, a good fee simple title to the above described land, which the said Hellams hereby obligates himself to execute and deliver. It is further understood, however, that if the said Marie J. Hill fails or refuses to pay the interest when due, or to make any payments when due, according to the terms hereof, that the said Hellams shall have the right to void this contract and shall not be under any obligation thereafter to carry out the agreements herein, but that all payments which have been made up to that time are hereby agreed between the parties to be liquidated damages to that extent, and the said Hellams shall have occupation of said premises, and that the said Marie J. Hill shall be thenceforth a tenant holding over without permission.

That said Marie J. Hill will pay all taxes and insurance on said property at her own cost and expense, and upon failure to comply with all the conditions hereinabove stated, will return said property to the possession of said Hellams in as good state and condition as it now is.

In witness whereof the parties hereto do in duplicate set their hands and seals this the day and year first above written, binding themselves, their heirs and assigns firmly by these presents.

Signed, sealed and delivered in their presence of:

J. D. Adams

T. E. Ross

R. Y. Hellams (SEAL)

Marie J. Hill (SEAL)

State of South Carolina
County of Greenville.

Personally comes before me who on oath says that he saw the above named R. Y. Hellams and Marie J. Hill sign, seal and as their act and deed deliver the foregoing Agreement, and that he with witnessed the execution thereof.

Sworn to and subscribed before me this 22nd. day of August, 1916.

J. C. Peace (SEAL)

Notary Public, S.C.

J. D. Adams

Recorded August 22, 1916.

State of South Carolina
County of Greenville.

For value received I do hereby, release and forever relinquish unto R.Y. Hellams, her heirs and assigns, all of my right, title and interest, whether in law of equity, of in and to the within described land and the contract herein, and do hereby authorize the record hereof and satisfaction made.

Witness my hand and seal this the 6th day of October 1916.

Signed, sealed and delivered in presence of:

H.C. Jennings

J. L. Ballenger
South Carolina
Greenville County.

Marie J. Hill (SEAL)

Personally comes before me H. A. Jennings and makes oath that he saw the foregoing Marie J. Hill sign, seal and as her act and deed deliver the foregoing release and that he with J.L. Ballenger witnessed the execution of the same.

Sworn to and subscribed before me this the 6th day of October, 1916.

J. L. Ballenger, (SEAL)

Magistrate

H. A. Jennings.

Recorded October 7, 1916.

State of South Carolina
County of Greenville.

Know all men by these presents that I, J. Adger Smyth, Jr., in consideration of the sum of Five Dollars and other valuable considerations to me in hand paid by T. C. Gower and R. E. Houston (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released and by these presents do grant bargain sell and release unto T. C. Gower and R. E. Houston an easement and right-of-way for sewerage and drainage pipes leading to Pettigru and Washington Streets from the property known as the Thomas Place conveyed to said Gower and Houston by Ellison A. Smyth, by deed dated August 2, 1916, across and under the back portion of my lot being the lot situate on the corner of Broadus Avenue and Pettigru Street; together with the right to enter upon my said lot for the purpose of repairing, altering, or laying sewerage and drainage pipes, along the course as now located.

To have and to hold all and singular the easements and privileges above mentioned unto T. C. Gower, and R. E. Houston, their heirs and assigns forever.

In witness whereof I have hereunto set my hand and seal this August 15, 1916.

In presence of:

A. B. Aiken

Jno. L. Plyler

J. Adger Smyth, Jr. (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

Personally comes Jno. L. Plyler who being duly sworn says that he saw J. Adger Smyth, Jr., sign, seal and as his act and deed deliver the within written deed, and that he with A. B. Aiken witnessed the execution thereof.

Sworn to before me this 15th day of August, 1916.

C. F. Haynsworth (SEAL)

Notary Public for S.C.

Jno. L. Plyler.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

Renunciation of Dower.

I, Claude D. Smyth Notary Public for South Carolina, do hereby certify unto whom it may concern that Mrs. Mary H. Smyth the wife of the within named J. Adger Smyth, Jr. did this day appear before me, and upon being privately and separately examined by me did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce release, and forever relinquish unto the within named T.C. Gower and R. E. Houston, their heirs and Assigns, all her interest and estate, and also all her right and claim of Dower, in or to all and singular the Premises within mentioned and released.

Given under my hand and seal this 24th day of August, A.D. 1916.

Claude D. Smith

Notary Public for South Carolina

Mary H. Smyth.

Recorded August 25, 1916.