VOL. 33. AGREEMENTS, CONTRACTS, LEASES AND ETC.

may think best in the sale of the lands hereinefter described; (6) parties of the first part hereby agree to promptly execute good fee simple deeds with general warranty clause to the purchaser or purchasers of any part of the land hereinafter described, after the purchase price shall be paid; (7) In case the parties of the first part see fit to call any lot or lots off the market, parties of the second part fifteen per cent commission on the gross sales of said lot or lots. Excepting one lot 25 ft. frontage on National Highway and running back along Paris Mountain Road to P. & N. Road.

2. The real estate referred to herein is described as follows:

"That tract of land situated in Greenville County, State aforesaid, on the National Highway leading from Greenville to Chick Springs, in Chick Sperings Township, beginning at a point 25 feet east from the store new occupied by Locke Bros., thence with the National Highway in an Easterly direction to line of land owned by Alfred Tanner; the nce with said Tanner's line in a northernly direction to the right of way of the Piedmont & Northern Railway, also corner of A.B. Black; thence with the said P. & N. right of way to a point where the line 25 feet from the said store of Locke Bros., would intersect and thence to National Highway to point of beginning, containing three acres, more or less."

- 3. Also all that certain tract or plot of land beginning at the intersection of the Paris Mountain Road and the National Highway and ruming southward along said National highway to line of St. Matthews (Negro) Church lot; the me westward along said line to right of way of the P. & N. Ry. Co.; thence northwardly along said right of way to said Paris Mountain Road; the me along said road to the beginning conner.
- 3. It if further mutually agreed that party of second part shall have the preference of selling the balance of land of parties of first part which lay between National Highway and the Southern Railway, which said first party may see fit to sell.
- 4. This contract to remain in full force and effect for a period twelve (12) months, from the date

In witness whereof we have hereunto set our hands and seals this 21st, day of July A.D. 1917. Witness:

J.L. Locke, (L.S.) Earnest Thompson, J.D. Locke. (L.S.) W.B. Locke. (L.S.) J.B. McGee, Jr. Of the first part. C.C. Hindmen (L.S.) Jno. Frank. (L.S.)

State of South Carolina,

Green ville County.

Personally appeared before me J.B. McGee, Jr. who being duly sworn, says: That he saw the within named J.L. Locke, J.D. Locke and W.B. Locke, parties of the first part, and C.C. Hindman and John Frank, parties of the second part, sign, seal and deliver the within written instrument for the purposes therein mentioned, and that he, with Earnest Thompson witnessed the execution thereof.

Sworn to and subscribed before me

this 27th, day of July A.D. 1917.

J.B. McGee. Jr.

Of second part.

Jos. E. Leach (L.S.) Notary Public Por S.C

Recorded July 27th, July 1917.

VOI 33 AGREEMENTS, CONTRACTS, LEASES AND ETC. (Contract)

State of South Carolina,

County of Greenville.

Whereas, on the 11th, day of July, 1917, W.A. Chandler and J.L. Locke, J.D. Locke, W.B. Locke, entered into a certain contract, the terms and conditions thereof being particularly set forth therein, and which contract is of record in Vol. # 33, at page 228 and 229, R.M.C. Office for Greenville County, State aforeseid, and which contract reference is being craved:

Now Therefore, we the said W.A. Chandler, party of the first part, C.C. Hindman and John Frank, parties of the second part in consideration of the parties of the second part establishing the depot at a place on the P. & N. Railway adjoining the land described in the contract herein referred to, hereby agree:

- 1. That the parties hereto join in in the sale of the lots cut out of the land described in the contract herein referred to in the following manner: That the parties of the second part agree to have four men engaged in the sale of the said lots with customary time and effort, and the party of the first likewise agrees to use his time with customery time and effort, each to co-operate with the other in the sale of said lots.
- 2. That the Five per cent provided for in the contract herein referred to shall be divided between the parties hereto, as follows: That after all necessary and legitimate expenses incurred in the advertising and sale of said lots shall have been deducted from the gross commissions, Two (2) per cent shall belong to the party of the first part and three (3) per cent shall belong to the parties of the second part.
- 3. That the parties hereto concede that the parties of the first part in the contract herein. referred to shall except from sale under this contract a lot 75 x 120, said lot to be selected by them, and also any portion of the lands described in the contract herein referred to that shall be necessary in the actual construction of the said depot and maintenance of same; and that the parties herete do not share in any commission on the sale of any excepted portions of the said lams Viz: the said lot of 75 X 120, and lands necessary for the Depot.

In Witness whereof, We hereto affix our hands and seals, and hereby bind ourselves, our heirs, executors, administrators.

In the presence of:

W.A. Chandler, (SEal) Party of the first part.

F.S. Chandler,

C.C. Hindman- Jno. Frank (Seal) Parties of the second part.

Jos. E. Leach.

State of South Carolina,

County of Greenville.

Personally appeared before me F.S. Chardler who upon oath says that he saw the within named W.A. Chandler, John Frank and C. C. Hindman sign, seal and as their act and deed deliver the within written instrument for the purposes therein mentioned, and that he with Jos. E. Leach witnessed the execution thereof.

Sworn to before me this 20th,

day of July, 1917

F.S. Chandler

Jos. E. Leach Notary Public for 540

Recorded July 27th, 1917.