

( Contract to sell Land )

State of South Carolina,  
County of Greenville.

Memorandum of agreement entered into this the 11, day of May 1918, between G.M. Alexander, party of the first part, and W.H. Fowler, party of the second part, Witnesseth:

That the said G.M. Alexander does hereby agree and contract to sell and convey to the said W.H.-Fowler, by good warranty deeds in fee simple, free from all encumbrances and liens, the lands hereinafter mentioned and described, at the time and upon the conditions and further consideration hereinafter referred to.

That the land to be conveyed is: All that certain tract of land lying and being situate in County and State aforesaid, containing 18.05 acres, more or less, and having the following metes and bounds, to-wit: Beginning at a stone, W.J. Rhodes, corner and running thence N. 57- $\frac{1}{2}$  E. 5.54 to stone; thence N. 78- $\frac{1}{2}$  E. 8.84 to stone; thence S. 37- $\frac{3}{4}$  E. 7.76 to stone; thence N. 53-50 E. 6.66; thence N. 4- $\frac{1}{2}$  E. 2.41; thence N. 10- $\frac{1}{2}$  W. 3.19; thence N. 25- $\frac{1}{2}$  W. 1.90; thence N. 58-25 W. 2.05; thence N. 10 W. 2.35; thence N. 34 W. 2.98 to stone; thence S. 46-20 W. 4.14; thence S. 62- $\frac{1}{2}$  W. 11.62; thence S. 33-12 W. 3.50; thence S. 39-05 W. 6.35 to the beginning. This being a portion of the same tract of land conveyed to me by J.A. Alexander by deed recorded in the office of the R.M.C. for Greenville County in Book 29, at page 116.

That the deeds as aforesaid are to be made to the tract of land on or by the 10th, day of January 1919. The said G.M. Alexander is to have possession of the said lands until deeds are made and is to have the rents and profits therefrom during that time, but is to pay all taxes due thereon for the year 1918. And it is further understood and agreed that the said G.M. Alexander shall keep the property in as good repair and state of cultivation as it now is, and shall deliver the same to the said W.H. Fowler in its present state. That the consideration to be paid by the said W.H. Fowler to the said G.M. Alexander for the premises is the sum of Nine hundred (\$900.00) Dollars, one hundred of which is to be paid upon the signing of this contract and the balance, being eight hundred, is to be paid upon the delivery of deeds as aforesaid.

It is understood and agreed that should for any reason unforeseen at this time, and as set forth in the following paragraph, it be impossible for either of the parties hereto to perform his part of the contract and to close up the deal by the delivery and acceptance of deeds as aforesaid, then G.M. Alexander is to return to W.H. Fowler the one hundred dollars this day paid. The only condition to this contract is that the said W.H. Fowler is this day entering into a contract with one W.J. Rhodes by which the said Rhodes agrees to convey to W.H. Fowler a certain tract of land which adjoins the Alexander property; now should the said W.J. Rhodes fail and refuse to comply with his contract and convey to the said W.H. Fowler the tract of land as aforesaid, then this contract shall be void and inoperative and the said G.M. Alexander is to return to W.H. Fowler the one hundred dollars as aforesaid.

Witness our hands and seals this the day and year above written.

Witnesses:

Thos. T. Goldsmith,  
Jas. M. Richardson.

G.M. Alexander.  
W.H. Fowler.

State of South Carolina,  
County of Greenville.

Personally appeared before me Thos. T. Goldsmith who on oath says that he saw the within named G.M. Alexander and W.H. Fowler, sign, seal and as their act and deed deliver the within written instrument and that he with Jas. M. Richardson witnessed the execution thereof.

Sworn to before me this the 11,  
day of May A.D. 1918.

Jas. M. Richardson (L.S.)  
N.P. for S.C.

Thos. T. Goldsmith

Recorded May 11th, 1918.

( Agreement )

State of South Carolina, )  
County of Greenville. )

This memorandum of Agreement made and entered into at Greenville, South Carolina, by and between J. Edgar Lewis, husband of the one part, and Lula Gates Lewis, wife, of the other part, Witnesseth:

That, whereas, through misunderstandings and various circumstances not necessary to relate, the said Lula Gates Lewis instituted an action in the Court of Common Pleas for the County and State aforesaid against J. Edgar Lewis for alimony. The said cause, having come on for trial, resulted in a decree by the Court of Common Pleas awarding said Lula Gates Lewis alimony, the said decree being on file in the Clerk's office, said Greenville County, the said J. Edgar Lewis having given notice of appeal to the Supreme Court against said decree.

And, Whereas, it does not seem practicable that said parties shall hereafter live together as husband and wife, and, whereas, they desire to compromise their differences, so far as financial matters are concerned, now therefore, in consideration of the sum of twelve hundred (\$1200.00) dollars, receipt of which is hereby acknowledged, paid by the said J. Edgar Lewis, unto said Lula Gates Lewis, the said Lula Gates Lewis does hereby discharge said J. Edgar Lewis from all further obligations on his part to support her, or to pay her alimony, as well as all past obligations incurred by a decree of the court or otherwise, including the actual costs of court and for witnesses used by said Lula Gates Lewis; and upon the further consideration that the said J. Edgar Lewis shall institute divorce proceedings which shall free himself and his said wife, Lula Gates Lewis, from the bonds of matrimony on such grounds as may be necessary to allege, such as incompatibility of temperament, so that said decree when obtained shall allow both parties to hereafter contract obligations of matrimony, if they so desire, the cost of said divorce proceedings to be borne by said J. Edgar Lewis.

It is further agreed, in consideration of the premises, that the said Lula Gates Lewis does hereby release the estate of said J. Edgar Lewis from any claim that she might have hereafter, whether by dower or otherwise, should said J. Edgar Lewis predecease her.

Witness our hands and seals at Greenville, South Carolina this 6th, day of December 1917.

Witness:

Wilton H. Earle.

John Edgar Lewis, (L.S.)

Lula Gates Lewis, (L.S.)

State of South Carolina,  
Greenville County.

Personally appear Wilton H. Earle, who upon oath says: That he saw the within named John Edgar Lewis and Lula Gates Lewis sign, seal and as their act and deed deliver the within instrument for the uses and purposes therein stated.

Sworn to before me this

May 13, 1918.

E.M. Blythe (L.S.)

Not. Pub. S.C.

Wilton H. Earle

Recorded May 13th, 1918.