

STATE OF SOUTH CAROLINA
COUNTY OF GREEVILLE

Agreement made and executed this December 30, 1912, by and between Luther McBee Party of the First part, and S. L. McBee party of the second part, Witnesseth:

That WHEREAS on March 19, 1898, the above named parties entered into a written contract which was duly recorded in R.M.C. office for said County and State, in Vol. 1. page 587, whereby the said S.L. McBee did release unto the said Luther McBee all the rents and profits arising from a tract of land consisting of three hundred forty eight (348) acres, conveyed by the said Luther McBee to the said Luther McBee to the said S. L. McBee on said March 19, 1898 by deed recorded in R.M.C. office Vol. E.E.E. page 736, for and during the term of the life of the said Luther McBee.

AND WHEREAS, the said Luther McBee does now desire to release and discharge said tract of land from any whatever to the rents and profits therefrom during the life of the said Luther McBee so that the said S. L. McBee may sell and convey the said tract of land to any person or persons, and deliver by his deed the absolutely and present right of possession and control, together with all rents and profits therefrom, without waiting until the death of the said Luther McBee.

AND WHEREAS, the said S. L. McBee has agreed, in the event that he should sell and convey said tract of land to any person whomsoever, to pay unto the said Luther McBee the sum of Fifty (\$50.00) Dollars per month, for each any every month so long as he, the said Luther McBee, may live and such additional sum as the proceeds from the sale of said tract of land may earn when placed at interest in some savings bank, or invested in some absolute safe security as the interest on said sum may exceed the sum of Fifty (\$50.00) Dollars per month.

NOW in consideration of the premises, and in further consideration of the benefits and advantages to arise to the said Luther McBee by reason of the certain and fixed income, in the event of the sale of said land, the said Luther McBee does hereby forever release and discharge unto the said S. L. McBee, his heirs and assigns, any rents all right, claim or demand whatever, to any of the rents profits or benefits arising from the said tract of land growing out of and connected with the above mentioned contract, dated March 19, 1898; and the said Luther McBee does hereby declare that said tract of land, in the event of such sale, shall be absolutely free and discharge in the hands of any purchasers from any claim or demand of the said Luther McBee arising from any source whatever.

11.

In consideration of the foregoing, the said S. L. McBee does hereby agree to bind himself, his heirs, executors and administrators, if, and in the event, said land of three hundred forty-eight (348) acres is sold by the said S. L. McBee, to pay unto the said Luther McBee the sum of Fifty (\$50.00) Dollars per month, and to pay to the said Luther McBee in addition such sum as the proceeds of the sale of said tract of land when properly invested in some savings bank, or other equally safe security, shall yield over and above said sum of Fifty (\$50.00) Dollars per month, after deducting taxes any actual necessary expense, it being the understanding and agreement and intent that the said Luther McBee shall have the entire income on the fund arising from the proceedings of the sale of said land when invested in some absolutely safe manner, less taxed and necessary expenses; and the said S. L. McBee does stipulate and agree that such income shall be at least Fifty (\$50.00) Dollars per month.

111.

To the foregoing the said Luther McBee does hereby bind himself, his heirs, executors and administrators; and the said S. L. McBee does hereby bind himself, his heirs, executors and administrators to pay the said income to the said Luther McBee so long as the said Luther McBee shall live and no longer; and that upon the death of said Luther McBee all right, claim and demand of the said Luther McBee, his heirs, executors, administrators and assigns in and to said income shall immediately cease and determine; and that the said S. L. McBee, his heirs, executors, administrators and assigns shall thereupon immediately be fully this contract.

Witness our hands and seals.

Luther McBee. (L. S.)

S. L. McBee. (L.S.)

Witness:

G. T. Swandale

J. J. McSwain.

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Personally comes J. J. McSwain who upon oath says, that he saw the above named Luther McBee and S. L. McBee, sign, seal and as their act and deed sign, deliver the above written instrument on December 30, 1912, and that G. T. Swandale with deponent witnessed the execution thereof.

Sworn to and subscribed before me this December 28, A. D. 1915.

Dixon D. Davis (SEAL)

Notary Public for S. Carolina.

J. J. McSwain.

Recorded December 28th, 1915.