

( Agreement )

State of South Carolina,  
County of Greenville.

Whereas, L.I. Jennings and Mary L. Pack have agreed by and with each other to exchange certain property hereinafter described, upon the terms and conditions hereinafter stated, and desire to reduce said agreement in detail to writing;

Now, Therefore, This Agreement made and entered into by and between L.I. Jennings of the one part, and Mary L. Pack of the other,

Witnesseth:

That said L.I. Jennings, for and in consideration of the conveyance to him of the real property hereinafter described, by Mary L. Pack, and the assumption by her of the obligations hereinafter stated, the said L.I. Jennings will convey to the said Mary L. Pack, all that tract of land situate in Butler Township, in the County and State aforesaid, containing three hundred and forty-eight (348) acres, more or less, and known as the Luther McBee Farm, and will also do and perform the certain other matters and things hereinafter to be done by the said L.I. Jennings.

In consideration of the conveyance by the said Jennings above referred to, and the performance of the other terms and conditions hereinafter stated to be made by him, the said Mary L. Pack will convey to the said Jennings all that certain piece or parcel of land situate at the southwest corner of Pendleton and Markley Streets, in the City and County of Greenville, South Carolina, consisting of the present residence of the said Mary L. Pack and one double brick house and one single brick house, the said lot of land fronting on both of said streets.

Also that certain other lot of land upon which eight negro houses are situate, lying and being near Hampton Avenue, in the City and County of Greenville, South Carolina, being the property conveyed to said Jennings by T.C. Gower and by said Jennings conveyed to said Mary L. Pack.

As a part of the consideration hereof, the said L.I. Jennings is to and does hereby assume the payment of three mortgage debts, aggregating the sum of Seven thousand, six hundred and seventeen dollars (\$7,617.00), which said mortgages cover the Pendleton and Markley Street property; also the mortgage indebtedness of Two Thousand Dollars (\$2,000.00) which covers the lot of land and eight negro houses above referred to, together with all interest on all of said mortgage debts that has not been paid, and that may accrue from and after the 20th, day of April 1917, according to the terms and conditions of said mortgages and the notes they secure.

The said Jennings is also to transfer, without charge, to the said Pack any and all insurance policies that may be of force and covering the buildings on the farm hereinabove described; he is also to cancel and deliver a certain note of Dr. W.S. Pack, which said note is now held by The Bank of Commerce, Greenville, S.C.; he is also to pay three-fourths of the City, County and State taxes for 1917 on the property to be conveyed to him by the said Mary L. Pack.

The said Jennings is to receive all the rents from the property to be conveyed to him from and after the 20th, day of April, 1917.

As a part of the consideration for the conveyance to her by the said Jennings, the said Mary L. Pack is to and will assume the payment of a mortgage debt of Twelve thousand and five hundred Dollars (\$12,500.00) on said McBee Farm, together with all interest accrued, or that may accrue from and after the 25th, day of January 1917; that she will, without charge, transfer to said Jennings all of the insurance policies on the property that she is to convey to him; that she is to pay -

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one-fourth of the City, County and State taxes for the year 1917 on the property that she is to convey to the said Jennings, and also to pay all state and County taxes on the aforesaid farm for the year 1917.

The said Jennings having signed as surety certain notes with the tenants now on the said farm, the said Mary L. Pack agrees to assume the obligation of the said Jennings for the payment of said notes, said notes having been heretofore discounted at some of the banks, and some given for fertilizers to be used by said tenants on said farm.

Mary L. Pack is to receive all the rents from the aforesaid farm for the year 1917.

That time is the essence of this contract.

That the conveyances hereinbefore provided for shall be made by the execution and delivery of good and sufficient deeds, conveying the respective properties in fee simple, free from all encumbrances, except the mortgage indebtedness and the taxes hereinabove stated, and said deeds will be delivered on or by the first day of May, 1917.

In witness whereof the parties hereto have hereunto in duplicate set their hands and seals, binding themselves, their heirs and assigns, firmly by these presents, this the 20, day of April 1917.

In presence of:

H.D. Capell,  
C.E. Hicks.

L.I. Jennings, (Seal)  
Mary L. Pack, (Seal)

State of South Carolina,  
County of Greenville.

Personally appeared before me H.D. Capell who being duly sworn: says that he saw L.I. Jennings and Mary L. Pack sign, seal and deliver the within contract as their act and that he with C.E. Hicks witnessed the same.

J.L. Love (Seal)  
Notary Public for S.C.

H.D. Capell.

Recorded April 30th, 1917.

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For value received I, hereby assign, transfer and set over the within Contract for Title to J.E. Daniels and direct Wm.G. Sirrine to make Title to him, this 23rd, day of July 1917.

Witness:  
Annie M. Beaty,  
Julia D. Charles.

Lula F. Dupree (Seal)

State of South Carolina,  
Greenville County.

Personally appeared Julia D. Charles and made oath that she saw Lula F. Dupree sign, seal and as her act and deed deliver the foregoing assignment, and that she with Anna M. Beaty witnessed the execution thereof.  
Sworn to before me this 23rd, day of July 1917.

Julia D. Charles.

James R. Bates (Seal)  
Notary Public for S.C.

(For the Contract to the above Assignment, see Deed Book Volume 30, at page 467.)

Recorded July 23rd, 1917.