

(Contract to sell land.)

State of South Carolina,

County of Greenville.

This agreement made and entered into by and between C.O. Allen, hereinafter referred to as "Seller", and E.R. Foister, hereinafter referred to as "Purchaser",

W-I-T-N-E-S-S-E-T-H-

That the seller, for and in consideration of the sum of One Thousand (\$1000.00) Dollars, to be paid to him by the purchaser in the manner hereinafter stated, has agreed to sell and convey to the purchaser a certain tract of land situate in the County of Greenville, State of South Carolina, on the East side of Paris Mountain, and having the following metes and bounds, to-wit:-

"Beginning at a chestnut stump (rotten) and running thence N. 76- $\frac{1}{2}$ E. 10.75 to black gum (gone) stone in hole; thence N. 1 W. 6.25 to iron pin; thence N. 72 W. 11.40 to red oak stump; thence S. 2- $\frac{1}{8}$ E. 12.10 to beginning corner, and containing ten (10) acres, more or less."

And the purchaser agrees to pay for said tract of land, said sum of One thousand (\$1000.00) Dollars due and payable as follows:- One Hundred (\$100.00) Dollars upon the execution of this agreement (The receipt whereof is hereby acknowledged), and Two hundred fifty (\$250.00) Dollars one year after date, and Two hundred fifty (\$250.00) Dollars two years after date, and Two hundred fifty (\$250.00) Dollars three years after date, and One hundred fifty (\$150.00) Dollars four years after date, with interest to be computed thereon from this date, at the rate of eight per cent, payable annually until paid, and when the first payment of Two hundred fifty (\$250.00) Dollars together with interest due on the credit portion is made one year from date, the seller agrees to execute and deliver to the purchaser a good and sufficient deed for said tract of land, and the purchaser agrees to execute and deliver to the seller his promissory note in writing, due and payable as stated herein, with interest at the same rate, and the purchaser is to secure the same by first mortgage of the premises. It is further understood that time is of the essence of this contract, and in the event of the failure to make the payments herein stated promptly at the time herein limited, then the seller is absolutely discharged, both at law and in equity, from any and all liability to make and execute such deed, and may treat the purchaser as a tenant holding over after the termination, or contrary to the terms of this, his written lease or contract. It is also further agreed that in case the purchaser fails to comply strictly with the terms of this contract, then he is to pay to the seller a reasonable amount of rent for said premises for the year 1918, and a like sum for each and every year he may remain on said tract of land. It is further understood and agreed that the seller is to pay the taxes for the year 1917, but that the purchaser is to pay the taxes due thereon for the year 1918 and each and every year thereafter.

In Witness whereof the parties have hereunto set their hands and seals in Duplicate, this the 26th day of November 1917.

In the presence of:

J.S. Thompson,
W.K. Thackston.

C.O. Allen, (L.S.)
Seller
E.R. Foister (L.S.)
Purchaser.

State of South Carolina,
County of Greenville.

Personally appeared before me J.S. Thompson who on oath says; that he saw the with in named C.O. Allen, as Seller and E.R. Foister, as Purchaser sign, seal and as their act and deed deliver the within written instrument, and that he with W.K. Thackston witnessed the execution thereof. Sworn to before me this 26th, day

of November 1917.
W.K. Thackston (L.S.)
Notary Public for S.C.

J.S. Thompson

Recorded November 26th, 1917.

(Agreement)

State of South Carolina,

County of Greenville.

This Agreement made and entered into this the -- day of Oct. 1, 1917, by and between H.H.Griffin of the one part, and J.R. Wilson, of the other part.

W-I-T-N-E-S-S-E-T-H-

That for and in consideration of the cotton to be delivered and paid as is hereinafter stated, the said Griffin has sold and will convey as is hereinafter stated to the said J.R. Wilson all that tract of land situated in Butler Township, in the County and State aforesaid, containing eighty-one (81) acres, more or less, known as the Manning Gresham Tract of land adjoining lands of Sam Jones, Henderson and others.

That the terms of the purchase and sale are as follows. The said J.R. Wilson is to deliver on or by the first day of December in each and every consecutive year, beginning with the year 1918, eight (8) bales of white cotton, said bales to average five hundred (500) pounds each; said cotton to be delivered at Greenville, S.C. That upon the said J.R. Wilson delivering the said cotton as herein provided, so that eighty (80) bales will have been so delivered, the said Griffin will execute and convey to him by good fee simple, warranty deed, free from all encumbrances the land above described.

It is further agreed that the said J.R. Wilson is to pay all taxes and assessments that shall accrue against said property.

That possession of said land is to be given to the said J.R. Wilson on or by January 1st, 1918; that time is the essence of this contract.

That upon failure of the said J.R. Wilson to deliver the cotton as above provided, the whole amount shall become due and payable at the option of the said Griffin.

All of the terms, conditions and agreements herein set forth each of the parties hereto do hereby ratify and confirm, and do hereunto in duplicate set their hands and seals, binding themselves, their heirs and assigns, this the day and year first above written.

In presence of:

M.L. Henderson,
T.W. Earle,

H.H. Griffin, (Seal)
his
J.R. X Wilson, (Seal)
mark

South Carolina,

Greenville County.

Personally comes before me M.L. Henderson who on oath says that she saw the above named H.H.Griffin and J.R. Wilson sign, seal and as their act and deed deliver the foregoing contract, and that she with T.W. Earle witnessed the same.

Sworn to and subscribed before

me this 1st, Oct. 1917.

M.L. Henderson

James R. Bates (Seal)

Notary Public for S.C.

Recorded November 28th, 1917.