

State of South Carolina, (Contract to Sell land )  
County of Greenville.

This Agreement made and entered into by and between C.F. Toms, hereinafter referred to as "Seller", and Albert Coker, hereinafter referred as the "Purchaser",

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

That the seller, for and in consideration of the sum of Five Thousand, seven hundred and forty dollars (\$5,740.00), to be paid to him by the purchaser in the manner hereinafter mentioned, hereby agrees to sell and convey to the purchaser, his heirs and assigns, by fee simple general warranty deed, free from all encumbrances whatsoever, all that certain piece, parcel or lot of land, situate lying and being in the State of South Carolina and County of Greenville, having the following metes and bounds, to-wit:

Beginning at a stone 3X, on Kuykendall line and the 3X, of lot #1 and running thence with line of lot #1 S., 33-50 E. 1371 feet to stone 3X, the 3X of lots #1 and 2, road the line; thence S. 14-15 E. 648 feet to stone 3X, road the line; thence S. 62 W. 345 feet to a stone 3X, at the junction of two roads, road the line; S. 39-30 W. 371 feet to I.P., in center of road and on line of lot #4; thence with line of lot #4 N. 56-10 W. 876 feet to a stone; thence S. 33-05 W. 644 feet to a stone 3X; thence N. 56-10 W. 672 feet, to a stone on Dr. Pack line; thence with said Pack line N. 33-35 E. 2281 feet to the beginning 3X, and contains fifty-seven and four-tenths (57.4) acres, be the same, more or less.

And the purchaser agrees to pay to the seller said sum of Five thousand, seven hundred and forty dollars in the manner following: \$143.50 in cash (the receipt whereof is hereby acknowledged) and the remainder in ten equal annual installments of \$559.65 each; the first installment to be paid on the fifteenth day of October, 1919; and a like sum on the fifteenth day of each and every October thereafter until the full amount is paid; the credit portion is to bear interest from January 1, 1919, at seven per cent. per annum, payable annually until paid.

It is understood and agreed that if the purchaser shall pay all the installments promptly when they become due, with interest thereon, and shall in the meantime pay all taxes, the seller will execute and deliver a good and sufficient deed to the purchaser or his heirs and assigns for said tract of land; and it is expressly agreed by and between the parties that time is of the essence of this contract, and in the event of the failure of the purchaser to pay any of said installments when they become due, together with the interest thereon, promptly at the time herein limited, then the seller is absolutely discharged both in 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 further understood and agreed that in case of the failure on the part of the purchaser to pay said installments and interest, or his failure to comply strictly with the terms of this contract, then the seller is to pay to the purchaser one-third of All the crops grown on said land as rent for said premises for the year 1919, and a like amount for each and every year he may remain on said tract of land.

In witness whereof the parties hereto have set their hands in duplicate on this the 19th, day September A.D. 1918.

Signed, sealed and delivered

in the presence of:

Oscar Hodges,

John L. Orr.

Charles French Toms (L.S.)

Albert Coker, (L.S.)

State of South Carolina,

County of Greenville.

Personally appeared before me John L. Orr and made oath that he saw the within named C.F. Toms and Albert Coker sign, seal and as their act and deed deliver the within written agreement, and that he with Oscar Hodges witnessed the execution thereof.

Sworn to before me this 19th,

day of September A.D. 1918.

Oscar Hodges (L.S.)

John L. Orr.

Notary Public for South Carolina.

Recorded October 30th, 1918.

*See Assignment to this Contract, see Deed Book Vol. 66 at page 123.*

*This bond for title cancelled by deed of C.F. Toms to W.C. Coile assignee see deed recorded Vol. 87 page 112*  
*Charles French Toms*

The State of South Carolina, )  
County of Marlboro. ) Deed.

Whereas on the 9th, day of October 1906, City National Bank, a Corporation of the City of Greenville, of the County of Greenville and the State aforesaid, executed and delivered to Duncan D. McColl, of the first named County and State, a deed of conveyance for the lot of land hereinafter described, and on the 15th, day of October 1906, D.D. McColl entered into a written contract with R.E. Allen & Bro., Company, a corporation of the City of Greenville and County of Greenville, in said State, whereby said McColl agreed to sell and convey, by deed, without covenant of general warranty, the said lot of land of R.E. Allen & Bro., Company, upon the payment to D.D. McColl, his executors, Administrators and Assigns, as the purchase price of said real estate, the sum of Ten Thousand Dollars; and whereas the said R.E. Allen & Bro. Company were heretofore adjudged bankrupts and Henry P. McGee was duly appointed by the Court of competent jurisdiction as Trustee for the purchasers of R.E. Allen & Bro. Company, and the said Henry P. McGee, in pursuance of full authority vested in him, has requested the legal representatives of the estate of D.D. McColl, now deceased, to convey said lot of land to J.W. Norwood, of the City and County of Greenville, in said State; and whereas the said D.D. McColl heretofore departed this life leaving of full force and effect his last will and testament, wherein and whereby H.L. McColl, D.D. McColl and D.K. McColl were named as Executors, with full and complete power and authority to sell and dispose of any of the assets belonging to the said Estate of D.D. McColl, deceased; and whereas the said estate of D.D. McColl was fully administered and closed up and the lot of land hereinafter mentioned, as well as other real estate and personalty, was conveyed by said executors to D.D. McColl, as Trustee, by deed of said executors dated December 20th, 1917, and recorded in the Clerk's office of Marlboro County in Book of Deeds, page ---; and whereas said D.D. McColl, Trustee, is vested with full and complete power and authority to execute and carry out the aforesaid contract between D.D. McColl, deceased, and R.E. Allen & Bro. Company, dated October 15th, 1906, and to convey the said lot of land; and whereas H.P. McGee, as Trustee, is fully authorized and empowered to direct the said conveyance to be made to J.W. Norwood;

Now, therefore know all men by these presents, That in pursuance of the premises and of the consideration of the sum of Nine thousand, two hundred and thirty-eight (\$9,238.00) Dollars, the amount due September 1st, 1918, under the aforesaid contract, also in hand paid at and before the sealing of these presents by the said J.W. Norwood, of the City and County of Greenville, in said State, receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said J.W. Norwood, All that certain piece, parcel or lot of land situate, lying and being within the corporate limits of the City of Greenville, in the County of Greenville and State aforesaid, and having the following metes and bounds: Beginning at an iron pin at Hammond Street and running thence South 36 degrees and 4 minute East 100 feet to an iron pin on said Street; thence North 38 degrees and 55 minutes East 191.6 to an iron pin on an unnamed Street; thence with said unnamed Street North 30 degrees 30 minutes West 103.4 feet to an iron pin; thence South 38 degrees and 55 minutes West 204.3 feet to the beginning corner: For a more complete description reference is directed to a Blue Print made by E.H. McCullough July 29th, 1904, being the same lot of land conveyed to D.D. McColl, deceased, by-

(Over)