

therefrom to the administrators of said estate the costs and expenses of said sale including the cost of drawing this agreement, the advertising of such sale, any fees to said agent and the auctioneer and any other expense incident to such sale, and shall forthwith distribute the remainder of said ten per cent payment among the parties hereto in the proportions above stated, and that said agent shall distribute the remaining proceeds of sale as soon as received among the parties hereto in the proportions hereinafore indicated, that all parties shall meet at the said Farmers Bank of Simpsonville on Monday January 3 1921 at eleven o'clock A. M.

Second, That the said Elizabeth Mayfield and H. M. Mayfield may retain possession of said premises free of rent until the said third day of January 1921; but that the crops raised thereon for the year 1920 shall be assets of the estate of the said J. D. Mayfield, deceased, in the hands of the said Elizabeth Mayfield and H. M. Mayfield, who are the administrators and administrator respectively, of the personal estate of said intestate.

Third: That upon full payment for said land the parties hereto hereby bind themselves and their heirs and assigns to execute and deliver to the purchaser or purchasers of said real estate a good and sufficient deed conveying the same in fee simple, freed and discharged of all liens and encumbrances whatsoever and with all necessary powers remissions attached.

Fourth, That as soon as the debt hereinafore referred to as owing by Clarence E. Mayfield to the estate of the said J. D. Mayfield, deceased, shall be paid, the proceeds thereof shall be immediately distributed by said administrators among the parties hereto in the proportions hereinafore stipulated; and that all of the parties hereto do hereby bind themselves and their heirs, executors, administrators and assigns to hold the said Elizabeth Mayfield and H. M. Mayfield, harmless by reason of such payment and by reason of the payment to the parties hereto of the proceeds of sale of said real estate, and to indemnify the said Elizabeth Mayfield and H. M. Mayfield for any loss which they, or either of them may sustain by reason of making such

payments, or either of them, otherwise than in the due and regular course of administration of said estate.

That the terms and conditions hereof shall extend to and bind the heirs, executors, administrators and assigns of the parties hereto, respectively.

In witness whereof the parties hereto have set their hands and affixed their seals to triplicate copies hereof (each of which shall be considered an original for all purposes whatsoever: the one of said copies shall be retained by the said H. M. Mayfield as administrator, that another copy shall be delivered to Farmers Bank of Simpsonville to be kept by said bank for the benefit of all parties hereto; and that the third copy shall be delivered to the agent selected to make said sale and shall be by him delivered to the purchaser of said land upon his making the ten per cent payment hereinafore referred to, together with a statement in writing of the amount for which said land was sold), on this the twenty-third day of October A. D. 1920.

Signed sealed and delivered
In the presence of:

As to
Elizabeth
Lawrence E.
Herbert M. and
Frank L. Mayfield

Mary R. Nesbitt
L. O. Patterson

As to
David E. and
Clarence E. Mayfield
Alice D. Brown
Ellen F. Balcombe

H. J. Wood
R. P. Gaines

Elizabeth Mayfield (Seal)
Lawrence E. Mayfield (Seal)
Frank L. Mayfield (Seal)
Herbert M. Mayfield (Seal)
David E. Mayfield (Seal)
Alice D. Brown (Seal)
Clarence E. Mayfield (Seal)
Ellen F. Balcombe (Seal)

State of South Carolina
County of Greenville

Personally appeared before me Mary R. Nesbitt and made oath that she saw the within named, Elizabeth Mayfield, Lawrence E. Mayfield, Herbert M. Mayfield and Frank L. Mayfield, sign seal and as their act and deed deliver the within written instrument and that she with L. O. Patterson witnessed the execution thereof.

Subscribed before me this 23rd day of October, A. D. 1920
L. O. Patterson (L. S.)

Mary R. Nesbitt