

State of South Carolina,
County of Greenville.

Whereas, certain lots in the subdivision commonly known as the City View Property, situate, lying and being in the County and State aforesaid, are believed to be intersepted from the near by street by a small strip of land lying between said lots and the Streets, especially those lots fronting toward Hunt Street and a new street cut and opened about 1910 or sooner or later. And that said strips of land that separates the said lots from the two streets above named, and any others that may hereafter be discovered on the property aforesaid, are owned by me, N.L. Hoyt. And, whereas, I am desirous of disposing of this strip or strips of land aforesaid to the adjoining lot owners by selling to said owners that portion of the same that lies between their respective lots and said street or streets, or otherwise disposing of same, or of putting the same to some beneficial use. Know Therefore, for and in consideration of the sum of Ten Dollars and other valuable consideration, I do hereby engage J.E. Burden to negotiate with any and all parties he may think proper in regard to said land, and for the consideration aforesaid I also place the same in his, J.E. Burden, hands to manage the same and to bargain off the same at prices and terms which seem to him fair and just, and which represents a fair price for the same in his estimation. And of the net proceeds arising from any and all transactions in regard to the above mentioned property, I agree for the said J.E. Burden to retain fifty (50%) per cent thereof as his commission in handling the matter and as compensation for his work in respect thereto.

I agree for the said J.E. Burden to employ counsel and institute any and all legal proceedings necessary to a final determination of the above matter, providing however that all expenses for the same shall be borne by the moneys or land recovered in the same. Said counsel to be chosen by the said J.E. Burden and in the event that said strips of land are not sold are disposed of satisfactorily to the said J.E. Burden, then I agree to convey to the said J.E. Burden, in fee simple, one-half of the said tracts or strips that may finally be determined to be mine, providing I shall be declared to have a fee simple title to the same, and if I shall be declared to have a less estate than a fee simple in said strips of land then to convey one half of said strips by deed carrying what title I may have. The fees of said counsel to be paid for out of the said strips of land or the money derived therefrom, but not to be more than fifty per cent thereof.

This agreement is to be terminated only by a complete execution of the same, or by agreement of the parties hereto in writing and signed the parties.

Actions relating to the land aforesaid may be brought by the said J.E. Burden in my name, and no agreement in respect to the strips of land aforesaid shall be valid and binding without the written consent of the said J.E. Burden.

In witness whereof I have hereunto placed my hand and seal this 4th, day of October, 1924, at Greenville, S.C.

Signed, sealed and delivered in

the presence of:

R.F. Lenhardt

H. C. McKnight

N.L. Hoyt (Seal)

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State of South Carolina,
County of Greenville.

Personally appeared before me R.F. Lenhardt and makes oath that he saw the within named N.L. Hoyt sign, seal and as his act and deed execute the within written deed and that he with H.C. McKnight witnessed the execution thereof.

Sworn to before me this

4th, day Oct. 1924.

H.C. McKnight (Seal)

Notary Public.



R.F. Lenhardt

Recorded October 6th, 1924.

END OF Doc.