

South Carolina } Personally appears P.W.
Gruenville County } Freeman and makes oath that
saw John S. Brewster and James L. Steading require
and as this Act and deed, defines the within well
and, and that he witnessed the executing thereof,
Sworn to before me this 9th } O. W. B. Freeman,
day Jan'y 1891,

Phos L. Woodside (S.D.)
Not Pub. Recorded 9th January 1891.

462 Thomas Stallings,
to

The State of South Carolina,
County of Gruenville.

A. W. Ramsey,
This memorandum of Agreement,
made and entered into this fifteenth day of October A.D. 1890,
between Andrew W. Ramsey of said County and State, of
the first part and Thomas Stallings, of the County and State
aforesaid, of the second part, witnesses;

That the said party of the first part, in consideration
of One Hundred and twenty bales, of good middling low
Cotton, each to weigh Five Hundred Pounds, and to be
delivered as herein after mentioned, has contracted and agreed
to sell to the said party of the second part, all that certain
piece, parcel and tract of land, situate, lying and being
in Dunklin Township, in the County and State aforesaid
containing and thereby shown Acres, more or less, adjoining
lands of late of J. J. Shumate, Dr. J. P. Lattimer, Dr. Cannon and
Rudolph Binn, and being the same tract of land which was
conveyed to the said party of the first part by Dr. James
M. Sullivan, dec'd by Deed of Conveyance, bearing date
the 24th day of May A.D. 1871, and recorded in the Register
of Deeds Conveyance Office in and for said County and State
in Book D.D., page 64, to which reference is made for a
full and particular description, and the said party
of the first part agrees to execute and deliver, to the said
party of the second part, a Warranty Deed for said land
provided, and upon certain terms, to wit, that the said
party of the second part his heirs, or assigns, pay and
deliver, to the said party of the first part, in good coin
and condition and such place, as may be indicated
by said party of the first part, One Hundred and twenty
bales of good middling low Cotton of the average weight
of Five Hundred Pounds, each, to be delivered on the
1st day of January 1891, and on the same day of each and every

succeeding year, a like number of bales, until the entire
number of One Hundred and twenty bales, each and every year
for eight years. And the said party of the second part,
for himself; his heirs, Executors and Administrators, does
Covenant, and agree to and with the said party of the
first part; his heirs and assigns, that the said party of the
second part will pay and deliver the said, One Hundred
and twenty bales of Cotton, in the quantities, & at the times
and in the manner above mentioned, as the same shall
become due respectively, without deduction of any taxes
or assessments whatever: And it is further agreed the said
party of the second part, that if default be made in fulfilling
this agreement on any part hereof, on the part of the said
party of the second part, then and in such case, the said
party of the first part, his heirs and assigns shall be at-
liberty, on and after the 1st day of January 1895, to con-
sider this contract as forfeited and annulled, and to dis-
possess of said land to any other person in the same
manner as if this contract had never been made, and in
the mean time at his option to consider the possession,
of the said party of the second part, as a tenancy from
year to year and to collect and receive, One third part of
all the grain and roughness, and One fourth of all the
Cotton raised and produced on said land, during the oc-
cupancy and possession of said land by said party of
the second part, as an annual rental for said land,
In Witness whereof the parties to these presents, have here-
unto set their hands and seals, the day and year first above
written.

Agreed sealed and delivered
in the presence of,
J. A. Williams,
A. W. Ramsey, (S.D.)
Thomas L. Stallings (S.D.)

John A. Williams
The State of South Carolina } Personally appears J. A.
County of Gruenville } Williams and makes oath
that he saw Andrew W. Ramsey and Thomas Stallings
read and deliver the foregoing agreement for the use
and benefit of the parties mentioned, and that he wit-
nessed the execution of the same,
Subscribed and sworn to before me this 13th day of January 1891.
J. M. Cox Not Pub. for Sale
Recorded 13th January 1891