

State of South Carolina
Greenville County

Personally appeared J. A. Wilbanks who says on oath that he saw N. H. Harris, signs seal, and delivers the foregoing instrument for the uses and purposes therein stated and that he with M. Harvey Merritt witnessed the same

Sworn to before me this 17th day of November A.D. 1920

Anna M. Beaty (Seal)

Notary Public S.C.

J. A. Wilbanks

Recorded November 19th 1920

380

State of South Carolina
County of Greenville

Whereas J. D. Mayfield who formerly and at the time of his death resided in Austin Township in said County and State, died intestate on or about the twenty-fifth day of September 1920 leaving as his sole heirs at Law and distributees his widow, Mrs. Elizabeth Mayfield (who is entitled to one-third of his estate, real and personal), and his seven (7) children to-wit: Lawrence S. Mayfield, Herbert M. Mayfield, David G. Mayfield, Mrs. Alice D. Brown, Frank L. Mayfield, Clarence C. Mayfield and Mrs. Ellen F. Galcombe (each of whom is entitled to 2/21 of said estate).

And whereas, the said J. D. Mayfield at the time of his death was seized in fee simple and possessed of a certain tract of land situate in said State, County and Township, on the Georgia Road, about one mile eastward from the town of Simpsonville, being the place whereon the said J. D. Mayfield resided at the time of his death, containing five acres, more or less, bounded by lands of G. L. Knighton, Hewlett Hughes and D. N. Mayfield; and whereas it is desired that said land should be sold and the proceeds thereof divided as early as practicable;

And whereas the said C. C. Mayfield was indebted to the said J. D. Mayfield in the sum of Six Thousand Dollars (\$6000.00) with interest, due on or about the first day of January 1921 and it is desired that the

proceeds of said debt be divided as early as practicable;

Now, therefore, this agreement made and entered into by and among the above named heirs at Law and distributees of the said J. D. Mayfield, deceased.

Witnesseth:

First, That said lot of land shall be sold at Public Auction to the highest bidder by such agent as shall be hereafter agreed upon in writing by the parties hereto, on Wednesday, the twenty-fourth day of November, 1920, between ten and eleven o'clock A.M. or at such subsequent time as may be agreed upon in writing by the parties hereto; that H. M. Mayfield shall advertise the sale of said place by posting notices of such sale in at least three public places in the vicinity of said premises not later than the third day of November, 1920, and by advertising such notice not less than once a week for not less than three weeks prior to such sale, in some newspaper published in said County and State; that said sale shall be conducted upon the premises sold and that the terms of sale shall be as follows: ten per cent of the purchase price in cash on the day of sale and the remainder of said purchase price, without interest, on the third day of January 1921; the purchaser to pay for papers and revenue stamps and to be let into possession of the property on payment of the remainder of the purchase price on January 3, 1921; that if any purchaser shall fail to comply with the terms of sale, said agent may resell said land at the risk of such defaulting purchaser forthwith, without advertisement, upon the same terms, or for cash at such subsequent time as may be fixed by the said H. M. Mayfield, Administrator, after not less than ten days advertisement by him; and may continue to resell until compliance; that the purchase price of said property shall be paid by said purchaser to said agent as follows to-wit: (a) ten per cent thereof immediately after the sale on the premises; and (b) the remainder of said purchase price on the third day of January, 1921, at eleven o'clock A.M. at Farmers Bank of Simpsonville; that said agent immediately upon receiving the ten per cent payment on the date of sale shall pay

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