

State of South Carolina,

Greenville County.

To all whom these presents may concern:

I, S.D. Willis, Sheriff of the County of Greenville, in the State aforesaid send Greeting: Whereas, by virtue of an execution issued out of the Court of Common Pleas, for the County of Greenville, tested the 4th, day of November in the year our Lord one thousand nine hundred and twenty, and returnable according to law directed to the Sheriff of Greenville County, and lodged in his office in the 5th, day of Nov. A.D. 1920, commanding him out of the personal and real property of Lee Austin to satisfy a certain judgment which was rendered on the 4th, day of Nov. one thousand nine hundred and twenty in an action in the said Court between J.A. Davenport, Plaintiff and Lee Austin, defendant, in favor of the said J.A. Davenport against the said Lee Austin for the sum of Three Hundred and ten & 20/100 Dollars, and interest as appears by the Judgment Roll filed in the office of the Clerk of the Court of Common Pleas for said County, I have levied upon a certain lot in the County of Greenville, hereinafter more particularly described;

And whereas, after due legal notice, the said lot was on the 6th, day of December A.D., one thousand nine hundred and twenty, being the first Monday in the said month, between the hours of eleven in the forenoon and three o'clock in the afternoon of that day, at the Court House in Greenville, openly, publicly and fairly, and according to the usage and custom of vendues by me sold, for and towards satisfaction of the said judgment and execution unto Luke Austin & Marshall Austin for the sum of Three hundred and thirty-eight & no/100 Dollars, being at that price the highest and last bidder for the same.

Now therefore, know all men by these presents, That I, S.D. Willis, Sheriff as aforesaid, by virtue of the said execution, levy and sale, and of the statute in such case made and provided, and for and in consideration of said sum of Three hundred thirty-eight & no/100 dollars to me in hand paid, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said Luke Austin and Marshall Austin, their heirs and assigns forever:

One eighth interest in All that piece, parcel and tract of land situate, lying and being in Greenville County, State aforesaid on waters of Mountain Creek, bounded by lands of G.G. Cason, Mrs. Irvine Davenport, W.A. McKelvey and C.G. Cason, containing one hundred (100) acres, more or less, being the same tract of land conveyed to Lewis A. Austin by W.M. Sullivan on Nov. 8th, 1893, said conveyance recorded in R.M.C. Office in Book A.A.A., at page 260.

Together with all and singular, the members and appurtenances thereunto belonging, and all estate, title and interest which the said Lee Austin of right had in and to the same.

To have and to hold the said premises with the appurtenances, unto the said Luke Austin and Marshall Austin, their heirs and assigns forever.

In witness whereof I have hereunto set my hand and seal this 14th, day of Dec. in the year of our Lord one thousand nine hundred and 20., and in the one hundred and forty-fifth year of sovereignty and independence of the United States of America.

Signed, sealed and delivered

in the presence of:

(Stamps 50 cts.)

S.D. Willis, (Seal)

W.C. Willis,

Sheriff.

Adam C. Welborn.

State of South Carolina,

Greenville County.

Personally appeared before me W.C. Willis and made oath that he saw the within named S.D. Willis,

Sheriff, sign, seal and as his act and deed deliver the within deed, and that he with Adam C. Welborn

witnessed the execution thereof.

Sworn to before me this 14,

day of December 1920.

W.C. Willis.

Adam C. Welborn (Seal)

Notary Public for S.C.



Recorded December 14th, 1920.

State of South Carolina,

County of Greenville.

This Agreement made and entered into this the 15th, day of December 1920, by and between Emmie McGee, Lutie McGee, Gladys McGee, Wilhelmina McGee and Susie McGee Barksdale, by A.D.L.-Barksdale, Attorney in Fact, hereinafter known as seller and Minnie Moore Hicks, hereinafter known as buyer, Witnesseth:

That the Seller has agreed to sell, and the buyer has agreed to purchase from the seller a house and lot in the City of Greenville, State and County aforesaid, known as 310 Green Avenue, said lot having a frontage of sixty (60) feet, more or less, on Green Avenue, and a depth of One hundred sixty (160) feet, more or less, being bounded by lands of the McGee sisters and Ballenger: for the full and just price of Four thousand two hundred and fifty dollars (\$4,250.00) to be paid as follows: Three hundred dollars (\$300.00) in cash; One hundred (\$100.00) on the fifteenth day of January, February, March, April, May, October, November and December, respectively, in each and every year, beginning with the fifteenth day of November 1920, until all interest, taxes and insurance premiums have been paid and the indebtedness reduced to Two thousand dollars (\$2000.00) and when the indebtedness is reduced to Two thousand Dollars, the seller agrees to convey the land to the buyer upon the condition that he shall execute and deliver to him a note and purchase money mortgage for the said sum of Two thousand Dollars, bearing interest at the rate of seven per cent, payable semi-annually, and the buyer further to incorporate in said mortgage a provision for two thousand dollars (\$2000.00) fire insurance to be assigned to the seller, and also the customary provision for ten per cent attorney's fees in case the mortgage is collected by an attorney.

It is further mutually understood and agreed by the parties hereto that Three Hundred Dollars cash and the one hundred dollars due October 15, 1920 of the purchase price have been paid, leaving a balance of thirty eight hundred and fifty dollars, which bears interest from the 15th, day of October 1920, at the rate of seven per cent, per annum, payable semi-annually, any interest not paid when due to become part of the principal and bear interest at the same rate. The buyer agrees to take out and assign to the seller a fire insurance policy over said house in the sum of Two thousand dollars (\$2,000.00); the buyer also agrees to pay all taxes that fall due on or after the 15th, day of October 1920.

It is mutually understood and agreed by and between the parties hereto that in the event the buyer fails to pay the sums hereinabove provided for, that the seller may at his option declare this contract for purchase terminated, and may retain by way of liquidated damages and rents all sums which the buyer has paid him.

In witness whereof the parties hereto do in duplicate set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Emmie McGee, (Seal)
Lutie McGee, (Seal)
Gladys McGee, (Seal)
Wilhelmina McGee, (Seal)
Susan McGee Barksdale, (Seal)
All by A.D.L. Barksdale (Seal)
Attorney in Fact.

Helen A. Morgan,
B.A. Morgan.

Minnie Moore Hicks. (Seal)

State of South Carolina,

County of Greenville.

Personally comes before me Helen A. Morgan who on oath says she saw the within named Emmie McGee, Lutie McGee, Gladys McGee, Wilhelmina McGee, and Susie McGee Barksdale by A.D.L.-Barksdale, Attorney in Fact and Minnie Moore Hicks, sign, seal and as their act and deed deliver the within written agreement and that she with B.A. Morgan witnessed the execution thereof.

Sworn to and subscribed before me this

15th, day of December 1920.

B.A. Morgan (L.S.)
Notary Public for S.C.

Helen A. Morgan.

Recorded December 15th, 1920.