

State of South Carolina,
County of Greenville.

This Agreement between Mollie J. Glenn, as party of the first part, and the Hayler Company a corporation, as party of the second part, Witnesseth:

The party of the first part agrees to sell and convey unto the party of the second part all that certain tract of land containing 12-57/100 acres, more or less, situate on the South side of the Laurens Road, in the County and State aforesaid, and known and designated as Tract #2 of the lands of the Estate of Thos. J. Glenn, as shown on plat made by C.M. Furman, Jr., and recorded in R.M.C. Office for Greenville County in Plat Book "F", page 109.

And the party of the first part further agrees to cause to be conveyed to the party of the second part all that certain lot of land containing 12-50/100 acres, more or less, situated on the Laurens and Nickeltown Roads and adjoining the tract first above described, and known on said plat as Tract #1. This tract having been set off to Grace Glenn Ray, a person of unsound mind, in the case of Mollie J. Glenn, et al. vs. Grace Glenn Ray, Judgment Roll #9910. It is understood that further legal proceedings will be necessary in order to procure the conveyance to the party of the second part by good and sufficient deed. And the party of the first part agrees to procure as promptly as possible the taking of such further steps as may be necessary or proper to carry out this agreement.

The party of the second part agrees to purchase said property and to pay therefor the price of Fifteen hundred (\$1500.00) Dollars per acre, provided, however, that the party of the second part shall not be obligated to take either tract unless and until good and sufficient title to both tracts can be obtained. The party of the second part shall pay Five thousand (\$5,000.00) Dollars in cash upon delivery of good and sufficient deed or deeds, and the balance on or before five (5) years after date of such deed, with interest on the unpaid balance at the rate of seven per cent. per annum, payable semi-annually. The deferred portion of the purchase price shall be represented by a note or notes secured by a first mortgage or mortgages of the premises. The party of the second part shall have the right to cause the property to be sub-divided into lots and streets to be laid out and thereupon, before execution of the mortgage, the party of the first part shall have the several lots appraised by one or more reliable parties and the respective values thereof fixed on a basis aggregating for each of the tracts first above described the total purchase price as herein provided, The party of the second part shall be entitled at any time upon payment to the mortgagee of the appraised price of any portion to have such portion released from the lien of the mortgage, and for this purpose the initial payment of Five thousand (\$5,000.00) Dollars hereinabove provided for shall be counted as a payment for the purpose of releasing a proportional amount of property.

The mortgage or mortgages shall contain adequate provisions to secure to the mortgagor this right of release.

Any and all deeds to the purchaser shall be subject to the approval of the attorneys for the purchaser.

This contract, at the option of the purchaser, may be declared null and void at the end of thirty (30) days and the purchaser will thereupon be relieved from complying in any respect whatsoever with the agreement.

(Next page)

In the presence of:

W.R. Taber.

Mollie J. Glenn (L.S.)
Party of the First Part

The Hayler Co.

By D.B. Traxler, President.

Party of the second part.

Then above contract is hereby amended by mutual consent of the sellers and purchasers so as to read "This contract is not complied with in thirty (30) days, by party of first part ^{30 days from when?} may be declared null and void by party of second part and the purchaser will therefore be relieved from complying in any respect whatsoever with this agreement" _(no date)

It is further mutually agreed that within ninety (90) days after deeds have been accepted that the purchaser will expend on improvements such as surveying, street work, water, and so forth the amount of five thousand dollars (\$5000) or more.

In the presence of:

W.R. Taber

Mollie J. Glenn (L.S.)
Party of the first part

The Hayler Co. (L.S.)

By D.B. Traxler, Pres. & Treas.

Party of Second part.

For value received the within Contract is hereby assigned and transferred to Home Builders Co. without recourse.

April 15th, 19 -

The Hayler Co. (L.S.)

Witness:

By D.B. Traxler, Pres. & Treas.

A.G. Hart.

Recorded June 21st, 1924.

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