

State of South Carolina
County of Greenville.

These articles of agreement made and entered into at Greenville, South Carolina, by and between Ida M. Johnson, Party of the First Part, and G. D. Tompkins, Party of the Second Part,

W I T N E S S E T H:

That the Party of the First Part agrees to lease and hereafter convey under the terms and conditions hereinafter set forth the following described lands unto the Party of the Second Part, his heirs and assigns:

Tract of land in Butler Township, said County and State, on the Old Scuffletown Road, and lying on the C. & W. C. Railroad, and Laurel Creek, said tract containing about twenty-nine acres, described in the deeds, (1.) From W. O. Coln, to the Party of the First Part, recorded in Deed Book 120, page 369, as containing twenty-eight acres, more or less, and (2.) in the deed from S. L. McBea recorded in Deed Book 143, page 376, containing about one acre, adjoining the first described tract, being the land where the Party of the First Part now resides and has a dairy located.

Also, ten dairy cows now on said place, one mule, wagon and harness, one truck, and all farming tools, complete dairy outfit now owned by the Party of the First Part, and to turn over the customers and good will of said business to the Party of the Second Part.

This deed includes all crops on the place, and possession is to be given to the Party of the Second Part by the 9th day of February, 1933, but in the meantime the Party of the Second Part may cultivate or plow the land and the premises, and proceed with covering the house.

It is understood that there is a mortgage on this land, originally for Twenty-five Hundred (\$2,500.00) Dollars, with some accrued interest, held by F. H. Earle. Also there is a mortgage on the cows held by the Peoples National Bank for Approximately Three Hundred Twenty-eight (\$328.00) Dollars. There is also a mortgage to Mr. J. T. Jones of about Two Hundred Fifty(\$250.00) dollars.

That the Party of the First Part agrees to make a deed in trust to the Peoples National Bank so that when the Party of the Second Part shall have complied with this contract, the Peoples National Bank shall convey said land and premises to the Party of the Second Part.

The further condition is that the Party of the Second Part shall pay Ninety-five (\$95.00) Dollars each month by depositing said amount to the credit of H. K. Townes as Agent in the Peoples National Bank and said H. K. Townes shall thereupon pay each month Twenty (\$20.) Dollars to the Peoples National Bank on the note and mortgage held by it, Twenty-five (\$25.00) Dollars to F. H. Earle on his note and mortgage, and Thirty (\$30.00) Dollars to the Party of the First Part, and Twenty (\$20.00) Dollars to J. T. Jones on said note and mortgage. It is understood and agreed, however, that these mortgage debts to Peoples National Bank, to F. H. Earle and to J. T. Jones are the debts of Mrs. Johnson and payment of the sum of Ninety-five (\$95.00) Dollars is a payment by the Party of the Second Part to Mrs. Johnson, which sums will be disbursed as hereinabove provided.

The purchase price is fixed at Forty-four Hundred (\$4,400.) Dollars, the Party of the Second Part having agreed to pay the real estate commission to W. E. Rasor and the costs of the papers to H. K. Townes, so that Forty-four Hundred (\$4,400.00) Dollars will be the net price for the land, dairy, farming tools, and live stock, all as above mentioned

It is agreed that default in the payment of any of said monthly payments of Ninety-five Dollars for a period of ten days shall forfeit the right of the Party of the Second Part to purchase said land, and the sums paid up to One Thousand (\$1,000.00) Dollars during the twelve months shall be taken and construed as rent for said premises, and said dairy. That time is of the essence of this contract, and said agreement is to be strictly construed, but that upon the Party of the Second Part's having faithfully complied with making said payments each month, and upon his having paid the sum of Forty-four Hundred (\$4,400.00) Dollars with interest from the date of this agreement, at eight per cent per annum, to be computed and paid monthly, then he is to receive a deed for said land and premises from the Peoples National Bank. The Party of the first part agrees to protect the party of the Second Part against any encumbrance over the above mentioned property and premises not herein mentioned.