

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

This agreement made and entered into by and between Y. P. McCarter, the father, and T. A. McCarter, the son,

WITNESSETH:

Y. P. McCarter is the legal owner and holder of the land hereinafter described and agrees that T. A. McCarter may, upon the terms and conditions hereinafter stated, to-wit:

1. Take possession and control of same as of January 1st, 1940.
2. May erect a residence and other buildings thereon.
3. Will pay all taxes and assessments.

4. At the death of Y. P. McCarter, will account, and if deceased, his estate will account, to the estate of Y. P. McCarter for the value of the land as of the date of such accounting, together for any advances of money or materials provided by his father for the erection of said buildings and that the aggregate shall be charged against his interest in the estate of his father, without interest

It is agreed that upon the compliance by the said T. A. McCarter with all of the terms and conditions herein, the Executors of Y. P. McCarter, if he leaves a will, or his heirs at law, will convey by good and sufficient title, the said land to the said T. A. McCarter, his heirs and assigns; that if the said T. A. McCarter shall predecease his father that his heirs or beneficiaries under his will may take the place of said son in this agreement.

It is further agreed that the land herein described or the account for any money or materials advanced, shall not be accountable or liable for any debt or obligation of the said Y. P. McCarter and in the event any effort or action shall be taken to subject it to such, the said Y. P. McCarter hereby gives to the said T. A. McCarter a first lien on said property to secure him in the carrying out of this agreement; also, it is agreed that said land and account shall not, during the life of Y. P. McCarter, be liable for any of the debts or obligations of the said T. A. McCarter, except taxes and assessments.

The land referred to is as follows: Beginning at a Poplar Tree on the bank of a branch in or at the right of way of the proposed new highway or Paris Road and running thence along the line of said Highway right of way S. 9.30 E. 120 feet to a stake; thence N. 80.30 E. 200 feet to a stake; thence N. 9.30 W. 120 feet to a stake; thence S. 80.30 W. 200 feet to the beginning corner.

To all of the terms and conditions herein stated, both parties do hereby agree, binding themselves, their Executors, Administrators, heirs and assigns, firmly by these presents, this the 29 day of January, 1940.

Signed, sealed and delivered in  
the presence of:

Edna Thomason  
B. A. Morgan

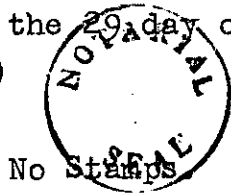
Y. P. McCarter (SEAL)  
T. A. McCarter (SEAL)

Personally comes before me Edna Thomason and makes oath that she saw the within named Y. P. McCarter and T. A. McCarter sign, seal and as their act and deed deliver the foregoing agreement and that she with B. A. Morgan witnessed the execution of the same. Sworn to and subscribed before me this the 29 day of January, 1940.

B. A. Morgan (SEAL)

Edna Thomason.

Notary Public, S. C.



Recorded January 29th, 1940 at 3:14 P. M. #1219 BY: E. G.