

THIS INDENTURE made and entered into this the 1st day of July, 1944, between W. C. BUHL, Trustee, of Knoxville, Tennessee, party of the first part, and W. R. GILLESPIE, of Taylors, South Carolina, party of the second part.

W I T N E S S E T H :

THAT WHEREAS, the party of the first part is, as trustee, the owner of the following described tract of land;

All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, on the north side of the National Highway, about seven miles from the City of Greenville, South Carolina, containing three (3) acres, more or less, and having the following metes and bounds according to a survey and plat made by C. H. Millard April 1929:

BEGINNING at a point in the center of the National Highway at corner of R. F. Watson's property and in line of W. B. Lock property, and running thence with line of Lock property N. 8-20 W. 427.6 feet to a point in center of road bed of the P. & N. Railroad; thence with the center of said road bed N. 80-18 E. 100 feet to a point; thence still with said road bed, N. 83-26 E. 100 feet; thence N. 86-38 E. 118.5 feet; thence with line of A. B. Black property, S. 8-20 E. 413.7 feet to a point in the center of said National Highway; thence with said Highway, S. 84-32 W. 118 feet; thence S. 80-40 W. 100 feet; thence S. 77-20 W. 100 feet, being the same conveyed to W. Clyde Buhl, Trustee, by B. P. Tanner by deed dated May 23, 1934, and recorded in Book 167, page 461.

WHEREAS W. R. Gillespie has heretofore operated upon said property a commercial nursery for the propagation and sale of ornamental flowers, shrubs and trees, receiving a fixed monthly salary, and

WHEREAS the second party desires to purchase said property, including real estate, nursery stock, and personal property hereinafter described,

NOW, THEREFORE, in consideration for said property the second party has agreed to pay to the order of W. C. Buhl, Trustee, of the first part, the total sum of \$11,087.00, payable in the following manner; the sum of Thirty-three Hundred and Twenty-six (\$3,326.00) Dollars cash, the receipt of which is hereby acknowledged (the cash payment having been made from the "Howell-Gillespie" bank account); and notes for \$761.00 on January 1, 1945, and \$500.00 on the first days of January and June thereafter until the full amount of the said deferred payments have been paid; said payments being evidenced by fifteen notes of even date herewith, the first note for \$761.00 and the balance of the notes for \$500.00 each. The second party further agrees to pay interest at four per cent per annum on the unpaid balance of said \$7,761.00; said interest to be payable semiannually.

Second party is hereby authorized to sell the plants now growing upon said land and to carry on a general nursery business in his own name.

The second party agrees that he will, during the life of this contract maintain said real estate and the buildings and the nursery in a condition equal to that of the date of this contract; and will maintain his nursery business as a going concern, and will keep all tools and equipment in reasonably good condition and replace all broken or worn out tools.

Second party shall operate in his own name and shall not have the right to use the name of the first party in his operations or to bind the first party or his principal for any obligations whatsoever. He shall not have the right to use the name "Howell" in any trade name.

A description of the personal property which the party of the first part is contracting to sell to the party of the second part is as follows:

All nursery stock (plants, flowers, shrubs, trees, etc.) now on said property and including the plants now on the rented property adjoining the above described real estate and including the box woods which second party has been growing at Brevard, North Carolina (it being agreed that second party will pay all rent due on the tract of land used to grow said box woods at Brevard, North Carolina).

One International Truck, Motor #24435, Serial #18863.

One Terraplane Pick-up Truck, Motor #228064, Serial #6154412

One black mare mule, about ten years old.

One brown mare mule about ten years old.

All nursery tools now on said property in Greenville County.

One typewriter and other office equipment and all other personal property now upon said premises, including the water system of pumps, pipes, etc.

The first party agrees that he, and those for whom he is an agent, will not operate a competitive retail business in Greenville, South Carolina, or within a radius of twenty-five miles thereof, for a period of ten years from the date of this contract, unless the second party defaults in this contract and the property described in this contract is returned to the first party, or to his principal. The personal property described herein, with the exception of