acknowledged, and of the mutual covenants herein contained the parties hereto do hereby agree as follows:

(1) The First Party will exercise due diligence in obtaining a good, marketable fee simple deed, with himself as grantee, from the devise(s) and/or heirs of R. J. Rowley to the following described property:

All that certain piece, parcel or tract of land lying and being on the Easterly side of Davis Drive, near the City of Greenville, S. C., in Gantt Township, containing 2.29 acres, more or less, according to a survey of J. Mac Richardson entitled property of J. L. Patterson, and having according to said survey the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Easterly side of Davis Drive, corner of R. J. Southerland, and running thence along the Southerland line S 80-51 E 596.4 feet to a branch; thence with the branch as the line along the following traverse lines: S 13-37 W 91 feet, S 5-33 W 64 feet, S 54-43 W 83 feet, S 50-55 W 52.8 feet; thence leaving the branch N 75-46 W 319 feet to an iron pin, property this day conveyed to Patterson; thence along the Patterson line N 13-18 E 150 feet to an iron pin; thence continuing with the Patterson line N 63-58 W 200 feet to an iron pin on the Easterly side of Davis Drive; thence along the Easterly side of Davis Drive; thence along the Easterly side of Davis Drive; thence along the Easterly side of Davis Drive N 13-18 E 15 feet to the point of beginning.

- (2) Upon acquiring title, the First Party agrees to forthwith convey to the Second Party by deed a good and marketable fee simple title for which the Second Party agrees to pay to the First Party the sum of line dead.
- (3) Until delivery of deed as aforesaid, the First Party is to pay all land taxes thereon, but on closing of the transaction taxes for the current year are to be prorated as of the date of closing. The Second Party shall have sole possession, use and enjoyment of the tract described in paragraph 1 hereof from the date hereof until delivery of deed as above provided.
- (4) This agreement shall be binding upon the parties hereto, their heirs and assigns.
- (5) Mrs. Medlock joins in this agreement because of her dower interest in said tract.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Scharfe B. Kandrick

WITNESSES:

First Party (LS)

mr ducile modlock (LS)
First Party

Second Party