

interest at same rate. That the cost of plans specifications or services in procuring same or preparatory to the building of said house, or the organization of said proposed Company or the superintending of said building according to the plans shall form no part of the foregoing expenditure.

It is further agreed by and between the parties hereto that if the party of the second part or his assigns shall want a loan of five thousand dollars instead of three thousand as above provided, the parties of the first part will make him or his assigns a loan in that sum payable on or before three years after the date of the loan with interest from said date at the rate of seven per cent per annum simple paid payable annually and if not so paid to become principal and draw interest at same rate, provided written demand is made for same by the party of the second part or his assigns by the 15th day of September next, and provided further that he or his assigns exhibit to the parties of the first part satisfactory vouchers showing that seven thousand dollars have actually been spent in actual cash in the erection of said opera house building, which sum is not to include any expenditure for services in procuring plans specifications, the organization of the proposed company or anything preparatory thereto nor for the cost of said plans specifications or superintending the building of said house. It is further understood and agreed that five thousand dollars is the maximum amount to be loaned under this agreement.

It is further agreed by and between the parties hereto that the party of the second part or his assigns will secure the parties of the first part for the purchase price of said lot and the loan if made, and will upon obtaining said loan or if no loan is obtained, will upon receiving a deed for said lot, execute and deliver to the parties of the first part as security for said lot and loan a first mortgage on said property and any and all buildings erected or to be erected on said lot, the said mortgage given in consequence of said debts evidenced as they shall be by notes payable as is hereinbefore provided and the said party of the second part or his assigns shall insure and keep insured the said building the last if any payable to the parties of the first part as their interest may appear.

It is further agreed by and between the parties hereto that if the parties of the first part shall at any time desire to build a brick building next to and adjoining the back line or wall of said opera house building they shall without

making any compensation joints and use in a wall, provided they build so as not to injure the opera house wall, that this shall not apply if a wooden building is there erected.

It is further agreed by and between the parties hereto that it is necessary to remove the buildings removed and excepted as herein before stated and as the same are to be removed at the expense of the parties of the first part and should the party of the second part or his assigns for any reason fail or refuse to commence and build said opera house the parties of the first part would be greatly damaged now in order to indemnify and make good the parties of the first part against loss or damage in consequence thereof, the party of the second part hereby deposits with the parties of the first part the sum of seven hundred dollars and in the event the party of the second part or his assigns fails or refuses within a reasonable time to commence and build said opera house and perform the other conditions and stipulations herein contained the said seven hundred dollars shall be and become the property of the parties of the first part absolutely constituting liquidated damages, but in the event that the party of the second part or his assigns within a reasonable time exhibits to the parties of the first part satisfactory vouchers showing that one thousand dollars have been spent in actual cash upon the paid lot in the construction of said opera house the said seven hundred dollars are to be returned to the party of the second part or his assigns.

To all the terms conditions stipulations agreements and requirements by, between and of each and all the parties hereto, they and each do fully agree and do bind themselves, their heirs executors administrators and assigns firmly by these presents.

In witness whereof the parties hereto have in duplicate set their hands and seals the day and year first above written.

Signed sealed and delivered }
in presence of, } E. D. Woffe (seal)
B. J. Whitmore } C. L. Jones (seal)
John Dattery } J. H. Morgan (seal)

South Carolina } Personally appeared before me B. J. Whitmore and made
Greenville County } oath that he saw the within named E. D. Woffe, C. L. Jones
and J. H. Morgan sign read and as their act and deed deliver the within written
deed and that he with John Dattery witnessed the execution thereof.
Sworn to and subscribed before me Oct. 2, 1900.

B. A. Morgan (seal) }
Not. Pub. S.C. } Recorded Oct. 12, 1900.