

SALE NO. 5758.
CAMP Wadsworth
LOCATION Spartanburg, S. C.
PURCHASER Frank Hodges,
ADDRESS Spartanburg, S. C.

BID NO. 42. This bid was not submitted at the time the 13 Camps were sold, but was submitted about two weeks later, on April 28, 1919. It was not submitted in accordance with the advertised conditions but was the only bid which provided for the assumption of damage claims, which amounted to about \$89950.55. Acceptance of this bid was approved by the Asst. Sec'y of War on May 6th, 1919. See report attached to Sale No. 3619-A, Amount \$10000.00

ONE OTHER BID WAS RECEIVED FOR THIS CAMP. Bid No. 28 from the New Wrecking Company of Indianapolis, Ind.

AUTHORITY FOR ADVERTISING DATE AND APPROVAL OF SALE FILED UNDER SALE NO. 3619-A.

1 Original for Auditor War Dept. (Bond Strength.)
 1 " " Contracts file.
 1 Copy " Returns Office.

AGREEMENT FOR SALE OF CAMP WADSWORTH

THESE ARTICLES OF AGREEMENT, entered into this *17th* day of *July* A.D., 1919, by and between the United States of America, by Wm. Couper, Lt. Col. Q.M. Corps, U.S. Army, (hereinafter called the Government), party of the first part and Frank Hodges, of Spartanburg, S. C., (hereinafter called Purchaser), party of the second part.

WITNESSETH:

WHEREAS, the Government has heretofore occupied by lease or otherwise, a tract of land containing 1358.85 acres being the original plat of Camp Wadsworth

AND, WHEREAS, for the purpose of liquidating the salvage value of said Car the Government had offered to sell the same upon bids solicited through wide publicity:

AND, WHEREAS, the purchaser as part of his proposal has stipulated that he will convey the water system to the City of Spartanburg, S. C., without cost to said City;

AND, WHEREAS, the purchaser as part of his proposal has stipulated that he will convey the sewer system to the City of Spartanburg, S. C., without cost to the City as soon as the said City can accept and maintain the same;

AND, WHEREAS, the purchaser did make a proposal and has deposited with the Contracting Officer a certified check payable to the Treasurer of the United States, for the sum of Ten Thousand (\$10,000.00) dollars, being the amount of the bid, which said bid the Government has elected to accept;

NOW, THEREFORE, for and in consideration of the payment to the Government of the sum of Ten Thousand (\$10,000.00) dollars, hereinbefore mentioned, and of the performance by the Purchaser of all of the covenants hereinafter set forth, THE GOVERNMENT DOES HEREBY SELL, CONVEY, and TRANSFER, and does hereby agree to deliver possession of the same, all of the right, title and interest of the Government in and to all of the buildings and fixtures therein contained and in place, on April 28, 1919, this being the date of the said proposal; all electric water, sewer, and sewage disposal systems and their accessories together with rights-of-way, insofar as said rights-of-way were owned by the Government on April 28, 1919, for both water and sewage systems; all railroad tracks, roads, culverts and bridges and their accessories, located within the boundaries of sa Camp Site; and water mains owned by the Government outside the 1358.85-acre tra mentioned hereinbefore, which includes the water main to the Spartanburg Pumpin Station; also all buildings and fixtures therein and in place, and all water, sewer, and electric systems on the five-acre tract known as the Steadman tract and forming a part of the Base Hospital.

It is not intended to convey or transfer by this instrument any buildings or structures on rifle or artillery ranges and utilities serving them; any buildings on the Camp Site, not owned by the Government; any buildings located on th Camp Site owned by benevolent, charitable or kindred organizations; any telepho

and telegraph systems, fire fighting apparatus and equipment, refrigerators, refrigerating machinery, incinerator plants, laundry equipment, construction equipment, small tools, tents, rolling stock, live stock, stoves, ranges, range boilers, supplies, or surplus material or equipment not installed and in place in the buildings hereby sold; buildings in which above reserved equipment and personal property may be contained, except those specifically reserved from this instrument, are included in this transfer and conveyance.

The Government does hereby agree as follows:

(a) To continue its leases or rights of possession of said Camp Site until June 30, 1919, after which Purchaser agrees to assume all rents during the removal of government improvements.

(b) To pay an annual rental of Two Thousand (\$2,000.00) dollars for a period of from one to five years for use of the Base Hospital should the Government require said Base Hospital after June 30, 1922.

(c) To pay an annual rental of Two Thousand (\$2,000.00) dollars for the use of not exceeding nine (9) Division Storehouses should the Government desire to use said storehouses for a longer period than one year ~~from the date of this instrument and not to exceed a period of three years from said date.~~ *April*

8, 1919
Wm. Cooper (Signed)
7. H.
✓
The Purchaser, in consideration of the foregoing, does hereby agree as follows:

(a) To obtain and deliver to the Government releases satisfactory to the Government, or save the Government harmless therefrom, of all claims for all damages to land and property of the lands located within the limits of the 1358.85-acre area of said Camp Site.

(b) To defend at the Purchaser's expense, but in the name of the Government, all suits at law or in equity, brought upon any of such claims, and to pay all judgments finally recovered against the Government in such suits.

(c) To save the Government harmless of and from any and all claims for damage on account of injuries to persons or property, caused by the Purchaser's operations in connection with the sale hereunder.

"(d) To save the Government harmless from any and all claims for rental or otherwise, arising out of the Purchaser's use of said lands after June 30, 1919."

(e) To extend to the Government the free use of the Base Hospital for the remainder of the unexpired lease held by the City of Spartanburg, S. C., insofar as same is located within the area of the 1358.85-acre tract, also the buildings on the five-acre tract of the Steadman land which is part of the Base Hospital, to wit: - June 30, 1922, and for any additional period the Government may desire to use same as a Base Hospital for an annual rental of Two Thousand (\$2,000.00) dollars for a period of from one to five years.

(f) To pay damage claims on the five-acre tract referred to above as provided

for in report of a Board in January 1919 and which amounted to Twenty (20.00) dollars per acre.

(g) To extend to the Government, free of charge, for a period of one year from April 28, 1919, the use of all Division Storehouses, with the exception of one Division Storehouse, and the privilege to use trackage thereto and reserving to the Purchaser the use of any and all warehouses and trackage not in use by the Government, and to extend to the Government the privilege to use trackage to such warehouses as they may use and the use of any other tracks covered by this instrument.

(h) To extend to the Government the free use of all that part of the Remount Station now located on the 1358.85-acre tract, free of cost to the Government for a period of not exceeding one year from the date of this instrument, if so much time be desired for the use of same as Remount Station.

(i) To convey to the City of Spartanburg, S. C., without expense to the City of Spartanburg, S. C., the water works system.

(j) To convey to the City of Spartanburg, S. C., without expense to the City of Spartanburg, S. C., the sewer system covered by this instrument as soon as the City of Spartanburg, S. C., can accept and maintain same."

If the Purchaser shall default in compliance with the terms hereof, and such default continue for a period of thirty (30) days, then and in that event the Purchaser shall forfeit all right of possession of said property and of all moneys paid in pursuance of the terms of said sale; and the performance of the Purchaser's covenants hereunder shall be secured in such manner as the Government may elect, and any and all cost and expense thereof or resulting therefrom shall be paid by the Purchaser.

No right or interest in any of the lands, except those specifically granted herein, shall be taken to pass to the Purchaser by virtue of this instrument.

An page 3-c. Words "the date of this instrument" deleted and "April 28, 1919" added before execution
WITNESS the hands of the parties hereto, the date first above written. *W.C. (Signed) F.H. (Signed)*

WITNESSES:

THE UNITED STATES OF AMERICA.

(Signed) T. Croston Gordon

By: Wm. Couper (Signed)
(Wm. Couper) Lt. Col., Q.M.C., U.S.A.,
Contracting Officer.

(Signed) A. T. Holmes

WITNESSES:

(Signed) F. C. Beckwood

Frank Hodges (Signed)
(Frank Hodges)

(Signed) T. Croston Gordon

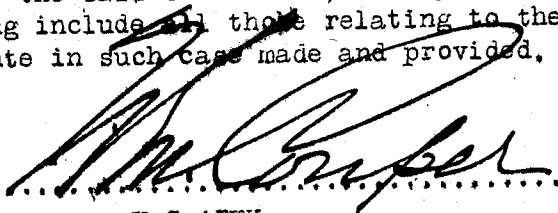
The following certificate by the Contracting Officer will be made where the contractor is a corporation, in case where the filing of evidence referred to may properly be waived:

I hereby certify that I have satisfied myself of the authority of the person signing the contractor's name to this agreement to bind it in the matter, and I have waived the filing of evidence of such authority, as permitted so to be by the Army Regulations.

.....
U. S. Army.

The following affidavit is required only on the copy of the contract for the returns Office:

I do solemnly swear that the foregoing is an exact copy of a contract made by me personally with the contractor named above; that I made the same fairly, without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said contractor, or any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

SUBSCRIBED and SWORN to before me 
U. S. Army.

This day of
A.D. 19

WM. COUPER,
LT. COL. Q. M. CORPS.

NOTES

1. The name of the principal intended to be bound as party of the second part, whether an individual, a partnership, or a corporation, should be inserted in and signed to the contract in exactly the same form. An officer of a corporation, a partner, or agent signing for the principal should add his name and title after the word "By" under the name of the principal. If the contractor is not a corporation strike out the printed part "(a corporation existing under the laws of the State of.....)" on Page 1.
2. The contract is to be executed in triplicate, and at least two copies made -- one for the Returns Office and one for the office of the Contracting Officer
3. When interlineations, erasures, or other changes are made, notation thereof should be specifically made in the blank space preceding the executing clause, before the agreement is signed,

CONTRACTOR'S BOND (SUPPLIES, ETC.).

(When principal is an individual or a partnership and surety is a corporation.)

Know all men by these presents, That ~~was~~, I, Frank Hodges

(Name and residence. See footnote 1.)

of Spartanburg, S. C.

as principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY
a corporation existing under the laws of the State of Massachusetts, as surety, are held
and bound unto the UNITED STATES OF AMERICA in the penal sum of Twenty five
Thousand dollars, to the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, That whereas the above-bounden

Frank Hodges

has, on the 17th day of July, 1915, entered into a contract
with the United States, represented by Wm. Couper,

Lieut. Colonel Q. M. Corps., U. S. A.

for the purchase from the United States of America of certain buildings
and other property described in said contract and for the performance
by said Frank Hodges of all covenants and agreements therein contained;

Now, therefore, If the above-bounden

Frank Hodges, his

heirs, executors, or administrators, shall and will, in all respects, duly and fully observe and perform
all and singular the covenants, conditions, and agreements in and by the said contract agreed and
covenanted by said Frank Hodges

to be observed and performed according to the true intent and meaning of the said contract, and as
well during any period of extension of said contract that may be granted on the part of the United
States as during the original term of the same, then the above obligation shall be void and of no
effect, otherwise to remain in full force and virtue.

In witness whereof, The above-bounden principal and surety have executed this instrument
under their several seals this 1st day of July, 1915, the
name and corporate seal of said surety being hereto affixed and these presents duly signed by its
2 Vice President and Asst. Secretary, pursuant to a resolution of its
3 Board of Directors, passed on the 16th day
of September, 1915, a copy of the record of which is on file in the War Department.

In presence of—

Romaine Couper as to Frank Hodges Seal
as to Seal

Attest:

MASSACHUSETTS BONDING AND INSURANCE COMPANY

R. J. DeNormandie
Asst. Secretary
R. J. DeNormandie (EXECUTED IN DUPLICATE.)

By *Samuel S. Perry*
Samuel S. Perry
Vice President

1 If the principal is a partnership, the individual names of the partners will be given with the recital that they are partners composing a firm, naming it, and the bond must be executed by all the partners.
2 The president or officer authorized to sign for the corporation.
3 The board of directors or other governing body of the corporation.
4 If executed in Maine, Massachusetts, or New Hampshire, affix an adhesive seal.
5 Here affix the corporate seal.

<u>First Tract</u> :	Dr. J. F. Cleveland, Land , Containing	385. 23 A
<u>Second Tract</u> :	Bomar & Carlisle, Land , Containing	113. 76 A
<u>Third Tract</u> :	H. L. Bomar, Land, Containing	14. 94 A
<u>Fourth Tract</u> J.	H. Shores, Land , Containing	2.93 A
<u>Fifth Tract</u> :	Mrs. Frank Hedges, Land , Containing	630.90 A
<u>Sixth Tract</u> :	Mrs. Hadden , Land , Containing	11.02 A
<u>Seventh Tract</u> :	Steadman Land, Containing	16.90 A
<u>Eighth Tract</u> :	Landford Land , Containing	7.59 A
<u>Ninth Tract</u> :	Dr. J. F. Cleveland, Land , Containing	14.47 A
<u>Tenth Tract</u> :	Nettie Ferguson, Land , Containing	3.52 A
<u>Eleventh Tract</u> :	Rob't. Knuckles, Land, Containing	3.48 A
<u>Twelfth Tract</u> :	Phifer & Sease tract of land, Containing	32.06 A
<u>Thirteenth Tract</u> :	J. J. Gentry , Land , Containing	27. 41 A
<u>Fourteenth Tract</u> :	John Woodward , Land, Containing	70. 73 A
<u>Fifteenth Tract</u> :	R. B. Cleveland , Land, Containing	23.90 A

1358.84

9-2/20
 Copies of releases returned
 to purchaser for certification
 H. J.

19 Aug 2015 NARA II UKT

RG 77

Entry 417

Box 32

CP Warsaw, SC