

did sell such herein after described land and whereas G Wilborn Chastine, the obligee herein, did purchase same and did pay therefor the sum of three hundred and forty eight dollars (\$348) and whereas it was then agreed that the said sum should be paid in manner following, to wit: Seventy five dollars (\$75.00) thereof in cash and the remainder in three equal several installments, due respectively in one, two and three years from such date, promissory notes for said amounts due at said dates being then given by said obligee, bearing interest from their date at eight per cent per annum.

Now therefore said obligees for and in consideration of Seventy five dollars (\$75.00) heretofore paid unto them (the receipt of which is hereby acknowledged) and of the execution unto them by said obligee of such promissory notes, do agree upon the terms and conditions and at the time hereinafter specified to sell and convey unto the said obligee, his heirs assigns or legal representatives, that certain tract piece or parcel of land situated in Greenville County and having the following metes and bounds,

Beginning at Stone Corner of Wilborn Chastine thence S 72 1/2 W 40.15 ch to a branch, thence up said branch 3.28 ch to a stake (formerly a postwood) thence N 83 E 10.00 to a stake in State road, thence N 82 1/4 E 18.00 ch to a stone, thence N 38 1/2 E 3.40 ch to a large poplar on a branch, thence down and with the mean bearings of said branch to a stake at the confluence of a smaller branch, thence N 74 W 9.67 ch to the beginning corner, containing twenty nine (29) acres, adjoining lands of G W Neves, Gideon Moon, G A Fleming and others.

And the said obligors do further agree to execute and deliver unto the said obligee, his heirs, assigns or legal representatives a good and sufficient warranty deed for such premises conveying a clear legal title thereto, free from all incumbrances, upon the payment of said note as shall become due in one year at maturity of such note or within thirty days thereafter or at the option of the said obligee before such maturity.

Principal of the said note with interest thereon until the time of such payment; and furthermore the execution and delivery by said obligee or his heirs, assigns or legal representatives unto them of a mortgage of the said premises then to be conveyed, to secure the payment of such amount of the purchase money for said premises as shall be then unpaid, or of such notes given for the same and unpaid.

Provided, However, that should the obligee neglect to pay the two notes due in one and two years respectively, either or both of them, within thirty days after the maturity of the one last due thereof this agreement shall cease and be of no effect, and such sum which the said obligee shall have paid in accordance herewith, and such of said notes as he shall have executed maturing in one and two years or such sum as he shall have paid thereon, shall be deemed as liquidated damages for failure on the part of said obligee to perform the conditions upon which said sale was made to him, and shall be thus received and retained by said obligators.

In witness whereof, the said obligators have caused these presents to be signed, executed, acknowledged and delivered in their name and behalf, by Perry Beattie, for himself and as attorney in fact for Dannie Perry Beattie and Dannie Perry Beattie as guardian for Emily Beattie, this tenth day of April in the year of our Lord one thousand eight hundred and ninety seven.

Signed, sealed and delivered in presence of
 W D Thuckston
 E E Davis

Perry Beattie
 Dannie Perry Beattie
 per Perry Beattie
 Dannie Perry Beattie
 Guardian of Emily Beattie
 per Perry Beattie

The State of South Carolina
 Greenville County

Personally appeared before me W D Thuckston and made oath that he saw the within named Perry Beattie for himself and as attorney in fact for Dannie Perry Beattie and Dannie Perry Beattie as guardian for Emily Beattie sign and seal as true and deed delivered the within written deed and that he with E E Davis witnessed the execution thereof on the tenth day of April 1897.