

State of South Carolina,  
County of Greenville.

THIS AGREEMENT, made and entered into this 22nd day of October, 1912, by and between A. White and R.A. Brown (hereinafter referred to as the owners, which term shall be taken to include their heirs, executors, administrators and assigns) and D.B. Traxler, trading as Traxler Real Estate Company (hereinafter referred to as the Agent, which term shall be taken to include his heirs, executors, administrators and assigns),

W I T N E S S E T H :

That in consideration of the sum of One Dollar and other good and valuable consideration to the Owners in hand paid by the Agent, (the receipt whereof is hereby acknowledged by the Owners), the Owners do hereby constitute and appoint the said Agent their exclusive Agent in fact for the purpose of developing and selling all of the following described real estate, to wit:

All that certain tract of land situate in the County and State aforesaid about two and one-half (2½) miles from Greenville Court House on the White Horse Road, containing forty-seven (47) acres, more or less, and being the same tract of land conveyed to the said Owners by W.G. Trotter by deed dated December 15th, 1911, and recorded in R.M.C. office for Greenville County in Vol. 17, Page 27.

And the said Owners do hereby constitute and appoint the said Agent as their true and lawful attorney for them and in their name and stead to sign such contracts of sale, receipt for money paid on lots, and such other papers as may be found necessary in the development of the said property, and to collect all such moneys as may become due on the sale of such property.

And the Agent does hereby agree to have the said property surveyed and divided into lots of such size, or sizes as to him shall seem best, and to do such grading and make such improvements, from time to time, as to him shall seem necessary or expedient in the development of the said property and to divide the said property and to do all other things which to him shall seem expedient in the development and sale of the said property; and the Agent does further agree to pay all expenses of such sub-division, development, advertisement and sale of the said property, including the expenses involved in the preparation of bonds, or contracts of sale and all deeds and other papers.

And the Owners do hereby authorize the said Agent to fix such prices for said lots as he shall deem best, provided, however, that such prices shall be on a basis of not less than Two hundred and no/100 (\$200.00) Dollars per acre. And the Owners do further agree to pay unto the Agent as his commission one-half of all sums received from the sale of the said lands in excess of Two hundred Dollars per acre, such commission to be computed on the sale of each lot individually, and to be fixed and determined by ascertaining the acreage of each of such lots, and calculate the minimum price according to the acreage of such lot, or lots on the basis of Two hundred Dollars per acre, all excess of such minimum price to be divided, as aforesaid, one-half to the Agent and one-half to the Owners.

It is further understood and agreed that the said Agent shall be entitled to retain out of the first moneys paid in on each lot one-half of such moneys until his commission, ascertained as above provided, shall have been paid in full, after which all sums paid on such lot shall go to the said Owners. It is further agreed that the said Agent shall retain custody of all contracts of purchase and sale and of all other papers relating to the sale of each lot until he shall have collected the full amount of his commission on such lot, after which all of such papers shall -

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-be delivered to the Owners at any time upon their demand.

And the said Agent does further agree to furnish statements and to make statements monthly, such statements to show all sales made and all money collected.

And the said Owners do hereby agree to ratify and confirm all sales made by the said Agent in pursuance of this contract and to execute and deliver to the purchasers of the said lots good and sufficient deeds conveying the said lots in fee simple, free from liens and incumbrances wherever the purchase price of the said lots shall have been paid in full.

This contract is to remain in full force and effect for a period of five (5) years from the date thereof, Provided, however, that it may be terminated at any time before the expiration of the said five years by written agreement of the parties, and provided further that if at the expiration of the said five years there shall still remain unpaid to the Agent, commissions on sale made before the expiration of the said five years, then and in that case so much of this contract as shall be necessary to enable the said agent to collect the said commissions shall still remain in full force and effect until the said commissions shall have been collected in full.

It is understood and agreed, however, that this contract shall not in any way prevent the said Owners from cultivating the said land as they shall see fit. Provided, such cultivation does not interfere with the subdivision of the said lands into lots and the laying out and maintaining of streets and alleys. And provided, further, that upon the sale of any lot or lots, the Owners shall at once surrender possession of such lot or lots, and shall surrender all claim to any crops which may be growing thereon.

In Witness Whereof, the parties above named have hereunto set their hands and seals to duplicate copies of this Agreement on the day and year first above written.

In presence of:

W.S. Bradley,

F.G. Spellmeyer,

The State of South Carolina,  
Greenville County

A. White,  
R.A. Brown,  
D.B. Traxler  
Traxler Real Estate Co.

Personally appeared before me W.S. Bradley and made oath that he saw the within named A. White, R.A. Brown & D.B. Traxler sign, seal and as their act and deed, deliver the within written ~~deed~~ Agreement and that he with F.G. Spellmeyer witnessed the execution thereof.

Sworn to before me this 28th,

day of Oct. A.D. 1912.

F.G. Spellmeyer (L.S.)

Notary Public for S.C.



W.S. Bradley

Recorded for December 18th, 1912.