

(Power of Attorney)

State of South Carolina,
County of Greenville.

Know all men by these presents that I, R.E. Allen, of the County of Greenville, State aforesaid do hereby make, constitute and appoint H.W. Allen of Greenville, South Carolina, my true and lawful attorney for me, and in my name, place and stead, to sell and convey the whole or any part of my real estate and personal property for such price and on such terms as he may think proper, and in my name to execute and deliver good and sufficient deeds and conveyances therefor, with or without covenants of general warranty; to execute for me and in my name any promissory note or obligation in writing as in his judgment may be necessary, and to sign, seal and deliver as collateral thereto a mortgage or mortgages upon my real estate or personal property, or any part thereof, with the usual provisions and covenants contained in said mortgages; to sign any and all checks upon any bank in which I may have funds on deposit in my name as in his judgment may be necessary; to collect any and all rents on any of my property real and personal; to lease any portion of said property, or all of it; to satisfy any real estate or chattel mortgage executed to me; and in addition a general full power and authority to transact all business for me and in my name, giving to my said attorney full power and authority to do everything whatsoever requisite and necessary to be done in the premises as fully as I could do if personal present, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue thereof.

In witness whereof I have hereunto set my hand and seal this 11th, day of July, A.D. 1917.

Signed, sealed and delivered

in the presence of:

H.C. Williams,

E.M. Blythe.

R.E. Allen (L.S.)

State of South Carolina,
County of Greenville.

Personally appeared before me H.C. Williams who, upon being duly sworn, says: That she saw the within named R.E. Allen sign, seal and deliver the within written instrument for the uses and purposes therein specified; and that she with E.M. Blythe witnessed the execution thereof.

Sworn to before me this

July 11th, 1917.

E.M. Blythe (L.S.)

Notary Public, South Carolina.

Recorded July 25th, 1917.

(Contract to sell Land)

State of South Carolina,
Greenville County.

Whereas, on the 11th, day of July, A.D. 1917, J.L. Locke, J.D. Locke and W.B. Locke, owners, parties of the first part, and W.A. Chandler, party of the second part, did enter into an agreement to sell a certain tract of land therein described, which contract is recorded in the office of Register of Mesne Conveyance for said County in Vol. 33, pages 228-9, and

Whereas, C.C. Hindman and John Frank, parties of the second part herein, have entered into an agreement with W.A. Chandler, under which agreement the said W.A. Chandler has agreed for the parties of the second part herein to sell the tract of land hereinafter described upon the terms stated in said contract, said contract being of date July 20th, 1917,

Now, Therefore, This agreement made and entered into by and between J.L. Locke, J.D. Locke and W.B. Locke, parties of the first part, and C.C. Hindman and John Frank, parties of the second part, Witnesseth:

That in consideration of the recitals and benefits to be derived by each of the parties hereunder, the parties of the first part agree to place into the hands of the parties of the second part for the purpose of selling by lots the real estate herein described after same has been cut into lots by a competent surveyor, and hereby gives to the parties of the second part the exclusive privilege of selling said lots for a period hereinafter fixed, subject, however, to the contract formerly made between the parties of the first parties ~~or second part~~ ~~agreeing~~ party herein and W.A. Chandler; parties of the second part agreeing to pay said W.A. Chandler, his commissions the conditions upon the sale of said lots are as follows: (1) That the parties of the second part are to have a commission of fifteen per cent of all lots sold from the tract of land hereinafter described (2) that the parties of the first part agree to have the property hereinafter described cut into suitable lots for the purpose of selling, by a competent surveyor, under the directions and control however, of the parties of the second part herein, said parties of the first part, to pay all expenses attached to such survey and to the cutting up of said lots; (3) that the selling price of each and every lot offered for sale, shall be fixed by the agreement between the parties hereto; (4) that the parties of the first part hereby agree to convey by good fee simple general warranty deed to the Piedmont & Northern Railway, such portion of said tract of land hereinafter described, as the said Railway Company may select for the purpose of erecting a depot thereon for railway purposes. Should said Railway Company select for said depot other lands belonging to the party of the first part, party of the first part hereby agrees to convey to the said Railway Company such other lands belonging to them as may be selected by the Railway Company for said purpose subject however to the approval of parties of first part, said deed or deeds are to be executed to the Railway Company without charge, and shall contain a stipulation that in the event that the land so selected shall cease to be used by the Railway Company as a depot, then and in such case it is to revert to the party of the first part herein; (5) that parties of the first part hereby agree to set aside a portion of the land, having a frontage of 120 feet and depth of 75 feet, same to front 120 feet on street from National Highway to P. & N. Station, by the parties of the second part hereto, and to execute a deed or deeds of conveyance for said lot or any part thereof, to any person or persons who may be designated by the parties of the second part. No charge for said lot, or any portion thereof is to be made to the said parties of the second part, who are given power to dispose of same in any manner and for any purpose they -

(over)