

For Value received I hereby cancel & surrender this contract. Nov. 22, 1919.

Attest. J.K. Medlock - H.H. Griffin. A.P. Blackwell (Seal) VOL. 37. FORM NO. 3 State of North Carolina - County of Greenville.

Personally appeared before me H.H. Griffin and made oath that he saw the within named A.P. Blackwell, sign, seal and as his act and deed deliver the within cancellation and surrender of the attached Bond for Title, and that he with J.K. Medlock witnessed the execution thereof. Sworn to before me this the 22nd, day of Nov. 1919. State of South Carolina, H.H. Griffin. County of Greenville. Recorded Nov. 22nd, 1919.

This Agreement, made and entered into by and between C.F. Toms, hereinafter referred to as the Seller, and A.P. Blackwell, hereinafter referred to as the Purchaser, W-i-t-n-e-s-s-e-t-h)- That the Seller, for and in consideration of the sum of eight thousand and eighty dollars (\$8080.00) to be paid to him by the purchaser in the manner hereinafter mentioned, hereby agrees to sell and convey to the purchaser, his heirs and assigns, by fee simple general warranty deed, free from all encumbrances whatsoever, all that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville, having the following metes and bounds, to-wit: Beginning at a stone on S.L. McBee line and the 3X of lot #4, and running thence with line of lot #4, N. 56-10 W. 2030 feet to a stone on Dr. W.S. Peck line; thence with said Peck line S. 33-35 W. 1684 feet to stone 3X on Griffin line; thence with Griffin line S. 33-40 E. 1890 feet to a stone 3X; thence S. 82-45 E. with Adams line 336 1/2 ft. to a stake 3X, the 3X of S.L. McBee land; thence with McBee line N. 33-50 E. 1202 feet to stone 3X in a road the 3X of lot #5; thence with the road as the line and lot #5 S. 84 W. 405 feet to a stake; thence N. 87-30 W. 297 feet to stake; thence N. 73 W. 241 feet to stake in center of road and branch; thence up the branch as the line N. 19-45 E. 239 feet to a maple 3X; thence up the branch as the line N. 43-30 E. 350 feet to a poplar 3X; thence N. 61-45 E. 365 feet to a stone 3X; thence S. 87-45 E. 755 feet to a pine 3X on McBee line and 3X, of lot #5; thence N. 33-50 E. 250 feet to the beginning 3X, and contains 80.8 acres, be the same more or less.

And the purchaser agrees to pay to the seller said sum of eight thousand and eighty dollars in the manner following: \$202.00 in cash (the receipt whereof is hereby acknowledged), and the remainder in ten equal annual installments of \$787.80 each, the first installment to be paid on the fifteenth day of October, 1919, and a like sum on the fifteenth day of each and every October thereafter until the full amount is paid; the credit portion is to bear interest from January 1, 1919, at six per cent. per annum, payable annually until paid.

It is understood and agreed that if the purchaser shall pay all of the installments promptly when they become due, with interest thereon, and shall in the meantime pay all taxes, the Seller will execute and deliver a good and sufficient deed to the Purchaser or his heirs and assigns for said tract of land; and it is expressly agreed by and between the parties that time is of the essence of this contract, and in the event of the failure of the purchaser to pay any of said installments when they become due, together with the interest thereon, promptly at the time herein limited, then the seller is absolutely discharged both in law and in equity from any and all liability to make and execute such deed, and may treat the purchaser as a tenant holding over after the termination or contrary to the terms of this his written lease or contract.

It is further understood and agreed that in case of the failure on the part of the purchaser to pay said installments and interest, or his failure to comply strictly with the terms of this contract, then Blackwell is to pay to the Seller one-third of all the crops grown on said land as rent for said premises for the year 1919, and a like amount for each and every year he may remain on said tract of land.

In witness whereof the parties hereto have set their hands in duplicate on this the 19, day of September A.D. 1918.

Signed, sealed and delivered in the presence of: Oscar Hodges Jno. L. Orr. As to Chas. French Toms. Charles French Toms, (L.S.) A.P. Blackwell, (L.S.)

Oscar Hodges, Marie Madden. As to A.P. Blackwell.

State of South Carolina, County of Greenville.

Personally appeared before me Jno. L. Orr and made oath that he saw the within named C.F. Toms sign, seal and as his act and deed deliver the within written agreement, and that he with Oscar Hodges witnessed the execution thereof. Sworn to before me this 7th, day of November A.D. 1918. Jno. L. Orr. Oscar Hodges (L.S.) Notary Public for S.C.

State of South Carolina, County of Greenville.

Personally appeared before me Marie Madden and made oath that she saw the within named A.P. Blackwell sign, seal and as his act and deed deliver the within written agreement, and that she with Oscar Hodges witnessed the execution thereof. Sworn to before me this 22nd, day of October A.D. 1918. Oscar Hodges (L.S.) Notary Public for S.C.

Marie Madden

Recorded March 12th, 1919.

State of South Carolina, County of Greenville.

This Agreement, made and entered into by and between C.F. Toms, hereinafter referred to as the Seller, and J.G. Blackwell hereinafter referred to as the Purchaser, W-i-t-n-e-s-s-e-t-h)- That the Seller, for and in consideration of the sum of Seven Thousand, five hundred dollars (\$7,500.00), to be paid to him by the purchaser in the manner hereinafter mentioned, hereby agrees to sell and convey to the Purchaser, his heirs and assigns, by fee simple general warranty deed, free from all encumbrances whatsoever, All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina and County of Greenville, having the following metes and bounds, to-wit: Beginning at a stone 3X on E.L. McBee line the 3X of lot #2 and running thence N. 36-10 W. 1316 feet to a stone 3X, the 3X of lot #3; thence S. 33-05 W. 644 feet to a stone 3X; thence N. 56-10 W. 672 feet to a stone 3X, Dr. W.S. Peck line; thence with said Peck line S. 33-35 W. 1202 feet to a stone 3X, the 3X of lot #6; thence with line of lot #6 S. 56-10 E. 2030 feet to a stone 3X on McBee line; thence with McBee line N. 33-50 E. 1846 feet to the beginning 3X and contains 75 acres, be the same more or less.

And the purchaser agrees to pay to the Seller said sum of Seven thousand five hundred dollars in the manner following: \$187.50 in cash (the receipt whereof is hereby acknowledged), and the remainder in ten equal annual installments of \$731.25 each; the first installment to be paid on the fifteenth day of October, 1919, and a like sum on the fifteenth day of each and every October thereafter until the full amount is paid, the credit portion is to bear interest from January 1, 1919, at seven per cent. per annum, payable annually until paid.

It is understood and agreed that if the purchaser shall pay all the installments promptly when they become due, with interest thereon, and shall in the meantime pay all taxes, the Seller will execute and deliver a good and sufficient deed to the purchaser or his heirs and assigns for said tract of land; and it is expressly agreed by and between the parties that time is of the essence of this contract, and in the event of the failure of the Purchaser to pay any of said installments when they become due, together with the interest thereon promptly at the time herein limited, then the seller is absolutely discharged both in law and in equity from any and all liability to make and execute such deed, and may treat the purchaser as a tenant holding over after the termination or contrary to the terms of this, his written lease or contract.

It is further understood and agreed that in case of the failure on the part of the purchaser to pay said installments and interest, or his failure to comply strictly with the terms of this contract, then purchaser is to Seller one-third of all the crops grown on said land as rent for said premises for the year 1919, and a like amount for each and every year he may remain on said tract of land.

In witness whereof the parties hereto have set their hands in duplicate on this the 19, day of September, A.D. 1918.

Signed, sealed and delivered in the presence of: Oscar Hodges, Jno. L. Orr. Charles French Toms, (L.S.) J.G. Blackwell, (L.S.)

State of South Carolina, County of Greenville.

Personally appeared before me Jno. L. Orr and made oath that he saw the within named C.F. Toms and J.G. Blackwell sign, seal and as their act and deed deliver the within written agreement, and that he with Oscar Hodges witnessed the execution thereof.

Sworn to before me this 19th, day of September A.D. 1918. Jno. L. Orr. Oscar Hodges (L.S.) Notary Public for S.C.

Recorded March 12th, 1919.

For Value received I hereby cancel and surrender to the Creator Chas. French Toms, all interest, rights and title which I may have in the attached Bond for Title. This Nov. 22, 1919.

Attest: J.K. Medlock. J.G. Blackwell (Seal) State of South Carolina, Greenville County. Personally appeared before me H.H. Griffin and made oath that he saw the within J.G. Blackwell sign, seal and as his act and deed deliver the attached Cancellation of Bond for Title and written agreement, and that he with J.K. Medlock witnessed the execution thereof. Sworn to and subscribed to before me this the 22nd, day of November 1919.

H.H. Griffin

Recorded Nov. 22nd, 1919.

