

State of South Carolina,)
 : Agreement to sell land.
 County of Greenville.)

This agreement made and entered into this the 14, day of ~~February~~ April, 1919 by and between W.T. Henderson, of the one part, and W.P. Garrett, of the other,

Witnesseth:
 That the said W.T. Henderson has hereby let and rented to the said W.P. Garrett that certain tract of land containing 85 acres, more or less, situate near Travelers Rest in the County and State aforesaid, and known as the H.P. Coggin's Place, for the year 1919, and for the use and occupation of the same for agricultural purposes, the said Garrett will deliver to the said Henderson at Greenville, South Carolina on or by December 1st, 1919, five (5) bales of good white cotton duly packed and merchantable and weighing 500 pounds each.

It is further agreed that the said Garrett will preserve and keep all terraces on said premises in good condition.

It is further agreed that if the said Garrett gives to the said Henderson at any time during the month of August, 1919 written notice of his intention to buy said premises for the sum of Forty-five hundred dollars, the said Henderson will upon the said Garrett paying him the bales of cotton above stipulated and at the time stated, together with interest on the sum of \$4500.00 at the rate of eight per cent per annum, from January 1st, 1919, then the said Henderson will receive the said five bales of cotton as part purchase money on said land, provided said cotton is worth as much as \$500.00 at that time; and if not worth that much, the said Garrett will make up the difference and pay altogether not less than the sum of \$500.00, then said Henderson will execute and deliver to him his deed and thereby convey to him said land, provided further that the said Garrett will at the same time execute and deliver to the said Henderson his note or notes whereby he obligates to pay to the said Henderson \$500.00 on or by December 1st, each consecutive year thereafter until the remainder of the purchase price has been paid in full.

Said note or notes to draw interest from December 1st, 1919, at the rate of Eight per cent per annum until paid, payable annually, and if not so paid to draw interest at the same rate as the principal until paid, and secure the same by a first mortgage on said premises.

If said notice is not given as aforesaid, then this contract shall be exclusively a contract or lease for the year 1919. Time is of the essence of this contract.

If said purchase and sale is not made as herein provided, then the said Garrett will surrender possession of said premises at the end of the year 1919; that upon his performing all the terms and conditions therein, the said Henderson will do and perform all of the obligations on his part, and to all of the foregoing, each of the parties hereto do bind themselves, their heirs and assigns, and in duplicate set their hands and seals the day and year first above written.

Signed, sealed and delivered

in the presence of:

David Hunt,

T.F. Hunt.

W.T. Henderson (Seal)

W.P. Garrett. (Seal)

Personally comes before me David Hunt who on oath says that he saw the within named

W.T. Henderson and W.P. Garrett sign, seal and as their act and deed, deliver the foregoing

contract, and that he with T.F. Hunt witnessed the execution of same.

Sworn to and subscribed before me

this the 14, day of ~~February~~ April 1919.

T.F. Hunt -

Notary Public, S.C.

David Hunt.

Recorded August 1st, 1919.

State of South Carolina,)
 : Power of Attorney.
 County of Greenville.)

Know all men by these presents: That I, S.K. Tindal of the State and County aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint my husband, H.B. Tindal, my true and lawful attorney, for me, and in my name, place and stead, and to my use demand, collect and receive any and all money due or to become due to me by any person or corporation and to give receipts therefor, to execute and deliver release and releases of the lien of any mortgage or mortgages I may now or hereafter own as mortgagee or assignee; to satisfy and cancel of record any mortgage or judgment wherein I am the mortgagee or hold the same as assignee or judgment creditor, hereby giving my said attorney full power 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 hereof.

In witness whereof I have hereunto set my hand and seal the 2nd, day of August, 1919.

Signed, sealed and delivered in

the presence of:

Helen A. Morgan,

B.A. Morgan.

(Stamp 25 cts.)

S.K. Tindal (Seal)

State of South Carolina,

County of Greenville.

Personally comes before me Helen A. Morgan who on oath says that she saw the within named

S.K. Tindal sign, seal and as her act and deed, deliver the within written power of attorney, and

that she with B.A. Morgan witnessed the execution of the same.

Sworn to and subscribed before me this

the 2nd, day of August 1919.

B.A. Morgan (Seal)

Notary Public for S.C.

Helen A. Morgan

Recorded August 2nd, 1919.