

State of South Carolina,
County of Greenville.

This agreement made and entered into this the 28th, day of February, 1922, by and between J.M. Todd, of the one part, and E.M. Cason, Sr., of the other part.

W-I-T-N-E-S-S-E-T-H:

That for and in consideration of the terms, conditions, money paid and to be paid, as is hereinafter stated, the said Todd has sold, and will convey unto the said Cason as is hereinafter stated, all of the furnishings, fixtures, appurtenances and belonging to him, situate in the Mansion House or Swandale Building, and forming a part of, and used in conjunction with what is known as Hotel Todd, together with the lease therefor, with all of its rights, powers and privileges.

The purchase price for the foregoing is Five thousand (\$5,000); of the purchase price the sum of \$500.00 is paid at the sealing of these presents and the delivery of same. \$2000.00 thereof to be paid on or before the 10th day of March, 1922, without interest and the remainder thereof to be paid as follows: Twenty-three (23) notes of \$100.00 each, the first to become due on or before the 10th day of April 1922, and the others to become due on or before the 10th, day of each consecutive month thereafter, and \$200.00 to become due on or before the 10th, day of the 24th month from the 10th day of March, 1922, said sums to be evidenced by notes bearing interest at the rate of six (6) per cent per annum, payable annually, and if not so paid, to draw interest at the same rate as the principal until paid.

It is understood and agreed that there shall not pass under this contract or under any conveyance hereinafter made, one brass bedstead, Dresser, one piano, sofa, Art-square, the same constituting the bedroom suit of Mrs. J.M. Todd, and the parlor set, nor shall it include one iron safe.

Neither shall it include three wooden beds, wardrobe, dresser, few chairs, and old piece of piano belonging to Mrs. Doster, which may remain in said premises temporarily.

It is further understood and agreed that when the \$2,000.00 (Two thousand dollars) shall have been paid as hereinabove provided, the said Cason will be put into possession of all of the property above referred to, and may use and enjoy the same, providing however, that until the full purchase price shall have been paid, the title to all of the said property shall and does remain in the said J.M. Todd; that upon the full payment of all of the purchase price, and the keeping of all of the terms and conditions herein, the said Todd shall execute and deliver to the said Cason on his order, a bill of sale for all of the said property, and thereby convey to him a good title thereto, free from encumbrances; that upon the payment of the \$2,000.00 above referred to, and that upon the possession of the property being given as aforesaid, there shall also pass at that time, the full rights and privileges under and upon the terms of the lease hereinabove referred to, which lease is now held by the said Todd for the premises aforesaid.

It is further agreed that if the Two thousand dollars is not paid as hereinbefore stipulated, the said Todd may declare the contract at an end; that if any two of the above provided for notes shall become past due and unpaid, thereupon the said Todd may declare all of said notes due and payable, and may, at his option, collect the same, or declare this contract at an end, and may re-enter and take possession, and remove all parties therefrom.

That Mrs. Hattie K. Cason will sign all the notes provided for.

In witness whereof, the parties hereto do in duplicate set their hands and seals this the day and year first above written.

Witnesses:
Lola Strange,
B.A. Morgan.

J.M. Todd (Seal)

E.M. Cason, Sr.

The State of South Carolina,
County of Greenville.

Personally appeared before me Lola Strange and made oath that she saw the within named E.M. Cason, Sr. and J.M. Todd, sign, seal and deliver the within written contract, and that she with B.A. Morgan witnessed the execution thereof.

Sworn to and subscribed before me this 28th day of February, 1922.

B.A. Morgan (Seal)
Not. Public.

Lola Strange.

Recorded February 28th, 1922.

State of South Carolina,
County of Greenville.

This agreement made and entered into this the 6th, day of January A.D. 1922, by and between Wm. H. Austin of the one part, and E.S. Green of the other part,

W-I-T-N-E-S-S-E-T-H:

That, for and in consideration of the money paid, and to be paid, and the other terms and conditions herein stated, the said Wm. H. Austin, has bargained and sold and will convey unto the said E.S. Green, as hereinafter stated, All of that tract of land, situate, lying and being in Austin Township in the County and State aforesaid, containing 22.19 acres, more or less, as shown by plat made by W.A. Christopher, on March 8th, 1921.

Beginning at a pin in the corner of lands of said Green, and Dr. Leonard, and runs thence N. 74-20 E. 5.87 to iron pin; thence S. 3.30 W. 26.86 to an iron pin; thence S. 75.45 W. 12.00 to a stone on; thence S. 9.55 E. 25.76 to the beginning corner, bounded by lands of Maxwell on the North, lands bargained by Austin to Snow on the East, Dr. Leonard on the South and E.S. Green on the west.

The purchase price of the land is \$3106.60; of which \$517.76 (five hundred seventeen dollars and seventy-six cents) is to be paid in cash, being 1/6th. of the amount and the remainder is to draw interest from January 1st. 1922, at the rate of 7% per annum, payable annually, and if not so paid to draw interest at the same rate as the principal; said principal payable as follows: One-sixth thereof on January 1st, 1923, and a like amount on each succeeding January 1st. until the whole sum of the principal has been fully paid. The payments of the principal as herein provided are exclusive of the payment of the interest as herein provided.

It is further agreed that until the deed is made as is hereinafter provided, the said Austin will pay the taxes on said land each year, but in the final settlement the same will be charged to and paid by the said Green to the said Austin.

It is further understood and agreed that when all of the purchase price has been paid as herein stated, and the interest fully paid, the said Austin will execute and deliver to the said Green his deed, and thereby convey to him free from all encumbrances the land above described.

The bargain and agreement for the sale of said land was made the first part of the year of 1921, and the said Green was entitled to the possession of the land during the year 1921, subsequent to the said bargain and agreement of sale.

It is further agreed that if the said Green fails and refuses to make any payment of either the principal or the interest, or both as is herein provided, the said Austin may thereupon at his option, declare this contract at an end, and may re-enter and take possession of said property and remove all parties therefrom, and all moneys that up to such time have been paid, shall be retained by the said Austin, as liquidated damages and for the use and occupation of said premises and in such event he shall not be obligated to convey the land as herein provided, and that the said Green will, upon such condition, surrender said premises in as good condition as when he took possession of same; the usual wear and tear and damage by the elements excepted, provided said Green may clear such land as he may wish for agricultural purposes.

That time is of the essence of this contract.

In witness whereof, the parties hereto have hereunto set their hands this 6th, day of January 1922.

B.A. Morgan,
Oscar Hodges.

Wm. H. Austin,
Party of the first part.

E.S. Green,
Party of the 2nd. part.

State of South Carolina,
County of Greenville.

Personally comes before me B.A. Morgan who upon oath says that he saw the foregoing William H.- Austin and E.S. Green sign, seal and as their act and deed, deliver the foregoing agreement, and that he with Oscar Hodges witnessed the execution of same.

Subscribed to and sworn before me this the 6th, day of January 1922.

Oscar Hodges (Seal)
Notary Public, South Carolina.

B.A. Morgan

Recorded February 28th, 1922.