

State of South Carolina,
County of Greenville.

This contract and agreement made and entered into this the 14th, day of January, 1924, by and between Willis Rhodes and William Rhodes, doing business as Rhodes Brothers, hereinafter designated as the parties of the first part and M.W. Jones and J.M. Williams, hereinafter designated as the parties of the second part, All of the County and State aforesaid: Witnesseth: That whereas, the parties of the first part have a certain agency for the selling of Essex and Hudson automobiles in the State of South Carolina, and for the purpose of conducting said business have leased a certain store room or building on College Street, in the City of Greenville; and whereas, the parties of the first part are desirous of borrowing a certain sum of money for the purpose of operating and carrying on said business of selling automobiles; and whereas, the parties of the second part have agreed and do hereby agree to lend to the parties of the first part the sum of Seven hundred (\$700.00) Dollars, the same to be paid to the parties of the first part when said parties of the first part make request for same. It is understood and agreed that said sum is to bear interest at the rate of eight per cent from maturity and due and payable unto the parties of the second part, or order, on or before October 1, 1924, and in order to secure the payment of said sum of money the parties of the first part agree and are to give to the parties of the second part their note and chattel mortgage, said chattel mortgage covering said lease of the building and also the agency contract for the sale of the automobiles above referred to and the territory contained in same.

Parties of second part have the privilege of purchasing one car each of either make at factory price. It is further understood and agreed by and between the parties hereto that the parties of the second part are to lend such personal services to the parties of the first part, as they see fit and may be able to do, in the sale of Essex and Hudson Automobiles in the territory allotted to the parties of the first part, and are to assist in getting prospects for said cars and lend their services in other respect so long as such service may not be inconsistent with their other duties, such service rendered to the parties of the first part to be discretionary with the parties of the second part. And it is agreed and understood that for any and all such services rendered or hereafter rendered by the parties of the second part the parties of the first part agree and are to pay unto the parties of the second part a sum equal to five per cent of the amount of the gross sale or sales of any one and all cars sold by the parties of the first part, said sum to be due and payable out of the first moneys received for any one or all of said cars. This contract to remain in effect from date hereof for a period of One year.

It is understood and agreed that the parties of second part are in no way or manner partners with the parties of the first part and are in no way to become liable for any obligations created by the parties of the first part.

In witness whereof we have hereunto set our hands and seals the year and day first above writte

Witnesses:

J.G. Leatherwood,
Louis Thomas.

Willis Rhodes, (Seal)
William Rhodes, (Seal)
Parties of the first
M.W. Jones, (Seal)
J.M. Williams, (Seal)
Parties of the second part.

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Personally appeared before me J.G. Leatherwood and made oath that he saw the within named Willis Rhodes, William Rhodes, M.W. Jones and J.M. Williams sign, seal and as their act and deed deliver the within written instrument for the uses and purposes therein expressed and that he with Louis Thomas witnessed the execution thereof.

Sworn to and subscribed before

me this Jan. 16, 1924.

J.R. Rutledge (L.S.)

J.G. Leatherwood

Notary Public for S.C.

Recorded January 17th, 1924.

END OF DOC.