

State of North Carolina  
County of Greenville

This agreement made and entered into this the 28th day of April 1928 by and between C. H. Goldsmith of the one part and J. H. Bowling of the other part,

That for and in consideration of the terms, conditions and payments to be made as is hereinafter stated, the said C. H. Goldsmith has bargained and sold and will convey, as is hereinafter stated, to said J. H. Bowling, his heirs and assigns, or to such person or persons as he may direct,

All that tract of land situate in Greenville County on East side of Fork Shoals Road about 12 miles South of the city of Greenville Beginning at a stone corner of the Obedy Fork Colored Church and school property, thence N. 63 3/4 E. 10.21 to P.O., N. 35 1/2 W. 14.64 to a stone, S 62 1/2 W. 14.59 to pin in Fork Shoals Road, thence down said road S 37 3/5 E. 11.82 to stone (school corner); thence N. 63 3/4 W. 4.36 to stone; thence S. 29.40 E. 2.48 to beginning corner. Containing 19.55 acres, more or less.

The purchase price for said land is twenty bales of good lint cotton, weighing not less than 50 pounds each, to be paid as follows: Not less than three bales delivered annually to the said Goldsmith, or order, at the cotton Warehouse at Simpsonville, S. C., the first delivery to be made during the year 1928 and so to continue for five years from the 1st day of January 1928. Any number of such bales over and above said minimum aforesaid, may be delivered in any year, but the whole twenty bales shall be delivered within the said five years.

There is a mortgage of one thousand dollars on said land given by the said Goldsmith to himself as Guardian and it is agreed by and between the parties hereto said Guardian consenting, that all cotton delivered under this contract shall be first applied to the said mortgage indebtedness and so continue until the same shall be fully paid and satisfied of record, and as to this, the said Bowling shall be held by the said Goldsmith individually and as Guardian aforesaid, harmless and free from

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This agreement to this 3rd day of Apr. 1928

less. It is further agreed that the said Bowling may take immediate possession of said land, subject however, to the lease of same for this year, and may collect the rents and profits therefrom for this year; that beginning with the year 1928, the said Bowling is to pay all taxes on said land.

It is further agreed that when the said twenty bales of cotton have been paid or delivered, as herein provided, the said Goldsmith will convey by a good fee simple warranty title, free from encumbrance, including dower, if any renounced, to the said Bowling, his heirs and assigns, or to his order, the above described land. In the event the said Bowling shall fail or refuse to make the payments or delivery aforesaid in any one year, the said Goldsmith may terminate this contract and all such as shall have been paid may be retained by him as rent and liquidated damage, time being of the essence of this contract. If the tenant on the place this year fails to pay any or all of said rent, what he likes shall be the loss of said Goldsmith.

To the full performance of all of the terms and conditions herein, each of the parties hereto do in duplicate set their hands and seals binding themselves, their heirs and assigns firmly by these presents, this the day and year first above written.  
Signed, sealed and delivered in the presence of:  
C. H. Goldsmith (Seal)  
J. H. Bowling (Seal)  
George Bowling  
B. R. Morgan

State of South Carolina  
County of Greenville

Personally appeared before me, George Bowling who has taken oath, that he saw the within named C. H. Goldsmith and J. H. Bowling sign, seal, and as their act and deed deliver the within written contract and that he with B. R. Morgan witnessed the execution thereof. Given, read and subscribed George Bowling before me this the 28 day of April 1928  
B. R. Morgan  
Notary Public for S. C.

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