VOL. 32. TITLE TO REAL ESTATE.

(Lease & Contract 50 Ø)

State of South Carolina,) SS:
County of Greenville.

This agreement made by and between J.J. McSwain and C.G. Granger, this February 4th, A.D. 1915, Witnesseth:

Whereas a foreclosure proceeding upon a mortgage executed by the said C.G. Granger to V.M.—Babb is pending, wherein will be sold the land of C.G. Granger, the same being fifty-nine and two-thirds acres (59-2/3) more or less, and known as tract number four of the John F.—Kern estate, and

Whereas, the said C.G. Granger inorder to secure and obtain the benefits of the options herein after granted, has agreed to convey said land unto the said J.J. McSwain, and said parties agree that after such conveyance of said land, the said C.G. Granger shall have the following rights to Wit; to live upon said land as a tenant for the year 1915, and to pay as rent a sum of money equal to eight per cent on the indebtedness hereinafter ascertained and mentioned, and said sum to be paid out of the first crops gathered on the place, but the option hereinafter given are exercised, then such rent shall be applied and considered as interest on the debt for the year 1915; that the said C.G. Granger may negotiate to sell said land or any part thereof to any person, at any price he may see fit from now until December the first 1915, and if such price paid be equivalent to the debt hereinafter mentioned, then the said J.J. McSwain binds himself and his heirs and assigns to make a deed to such person or persons for said tract of land or any of said part thereof as may be sold, provided that the price be sufficient to save the said J.J. McSwain harmless on account of said debt; that all of such sale price over and above the amount of said debt with interest for the year 1915, shall be treated and considered as the property of the said C.G. Granger, his heirs and assigns.

It is further understood and agreed that the amount due to the said J.J. McSwain for which he shall be reimbursed before the said C.G. Granger shall be entitled to exercise the said options, is the sum of twenty-seven hundred and seventy dollars (\$2770.00) which includes principal and interest to date, attorneys fees, court costs and forty dollars (\$40.00) paid by J.J. McSwain to the American Bank to satisfy a real estate mortgage executed by the said C.G. Granger to J. Frank Eppes, Attorney; in order to be entitled to the benefits of said option the said C.G. Granger shall pay an additional sum of eight per cent to represent the interest on said sum of money for the use of said land for the year 1915.

In witness whereof we have hereunto set our hands and seals at Greenville, S.C., this 4 day of February A.D. 1915.

Signed, sealed and delivered,

in the presence of

J.J. McSwain (L.S.)

J. R. Rutledge,

C.G. Granger, (L.S.)

Dixon D. Davis,

State of South Carolina,)

County of Greenville

Personally appeared before me Dixon D. Davis and made oath that he saw the within named C.G. Granger and J.J. McSwain, sign, seal and as their act and deed deliver the within -

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