

(Agreement)

State of South Carolina,)
County of Greenville.) Agreement as to Sale of Real Estate.

This agreement, made and entered into this 11th day of July, 1917, by and between W.B. Locke, J.L. Locke and J.D. Locke, owners, parties of the first part and W.A. Chandler, party of the second part, All of Greenville County, South Carolina.

W-i-t-n-e-s-s-e-t-h-:

That for and in consideration of the mutual benefits to be derived hereunder, the party of the first part hereby agree to place in the hands of the party of the second part for the purpose of selling by lots, after the hereinbelow described real estate has been cut into lots by a competent surveyor, and hereby gives the party of the second part the exclusive privilege of selling the said lots for a period of six months (6) from date.

The conditions of the sale of the lots are as follows:

- 1.- The party of the second part is to have 5% commission on all sales made.
 - 2.- That the parties of the first part are to have the hereinbelow described real estate cut into suitable lots for the purpose of sale, and to pay the expense of said cutting.
 - 3.- That the selling price of each and every lot offered for sale shall be fixed by the parties hereto.
 - 4.- That the parties of the first part hereby reserve- to themselves twenty-five (25) feet east of the store now occupied by Locke Bros, and on the road leading from Greenville to Chick Springs.
 - 5.- That the parties of the first part are to execute deeds promptly to purchasers after the selling price has been fixed.
 - 6.- That in case the parties of the first part see fit to call any lot or lots off the market, the party of the second part is to have 5% commission on the price agreed upon.
 - 7.- If within any time within six months above mentioned there should a sale of the hereinbelow described real estate in bulk, or any part thereof, and said sale shall be made by the owners to parties who have not been approached by the party of the second party, or purchasers have not approached party of the second part, then in that event the commission shall be two and one-half (2-1/2) per cent; otherwise commissions to the extent of 5% as agreed above on regular sales of lots.
- That the real estate herein referred to and to be sold under this agreement is situate in Greenville County, State aforesaid, on the National Highway leading from Greenville City to Chicks Springs, in Chicks Springs Township, beginning at a point 25 feet east from the store now occupied by Locke Brothers, thence with the said National Highway in an easternly direction to line of land owned by Alfred Tanner; thence with said Tanner's line in a northernly direction to the right of way of the P. & N. Railway, also corner of A.B. Black; thence with the said P. & N. right of way to a point where the line 25 feet from the said store of Locke Brothers would intersect, and thence to National Highway to point of beginning. Said tract containing three acres, more or less.

In witness whereof we, have hereunto set our hands and seals this 11th, day of July, 1917 and hereby bind ourselves, our heirs, administrators, executors or assigns.

Signed, sealed and delivered

in the presence of:

Jos. E. Leach,

J.T. Simpson,

J.L. Locke, (Seal)
Owner
J.D. Locke, (Seal)
Owner
W.B. Locke, (Seal)
Owner
W.A. Chandler. (Seal)

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State of South Carolina,
County of Greenville.

Personally appeared before me J.T. Simpson who upon oath says that he saw the within named J.L. Locke, J.D. Locke, W.B. Locke and W.A. Chandler sign, seal and as their own act and deed deliver the within written instrument for the purposes therein mentioned, and that he with Jos. E. Leach witnessed the execution thereof.

Sworn to and subscribed before
me this 11, day of July, 1917.

Jos. E. Leach (Seal)

Notary Public for South Carolina.

J.T. Simpson

Recorded July 11th, 1917.

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(Option & Lease)

State of South Carolina,
County of Greenville.

In consideration of the sum of One (\$1.00) Dollar to me in hand paid (the receipt of which is hereby acknowledged), I Hugh M. Barton, hereinafter termed, the lessor do hereby agree to lease to A.L. Mills, as President of Greenville Chamber of Commerce, his successors in office and assigns hereinafter termed, the lessee twenty (20) acres of land in Chick Springs Township, Greenville County S.C., adjoining B.P. Edwards and A.B. Black and lying on both sides of Mountain Creek at a rental of Two hundred (\$200.00) Dollars per year, together with the right, privilege and easement of flooding and backing water upon & over said land by raising the dam at Edwards Mill and I do hereby consent to the raising of such dam and in consideration of such annual rental I do hereby release the lessee from any liability for or on account of such raising of such dam and if more than twenty (20) acres should be flooded including the acreage of my tract lying on the North side of Mountain Creek to which access may be destroyed by such flooding then and in such case compensation for such additional acreage shall be made at the rate of ten (\$10.00) Dollars per acre per year. This Option may be exercised at anytime prior to Dec. 31, 1917, and if so exercised I will give possession on ten days notice and the rental for the fraction of the present calendar year shall be paid on a pro rata basis and if so exercised such lease shall run at said rental for the year 1918 with the yearly option and privilege of four successive annual renewals.

And I do hereby grant the easement and privilege of laying and maintaining water and sewerage pipes through and under my land, any damage to crops or timber shall be paid for at a price to be agreed upon or to be fixed by arbitrators to be appointed one by the lessor, one by the lessee and they to appoint the third.

The lessee may remove all pipes, or other fixtures placed by him upon said premises and I do hereby give to said A.L. Mills, as President of Greenville Chamber of Commerce, his successors in office and assigns the option of buying such twenty acres, first above mentioned including the portion of my tract lying on the north side of Mountain Creek at the price of Two Thousand (\$2000.) -

(over)