State of South Carolina,

Land Agreement.

County of Greenville.

This Agreement between B.E. Burns, party of the first part, and John Miles, party of the second

- 1. The party of the first part agrees to sell, and the party of the second part agrees to buy, upon the terms herein below set forth, the real estate hereinafter described:
- 2. The real estate referred to is all that lot of land in Paris Mountain Township, County and State aforesaid, containing Ten (10), acres, more or less, being more fully described in plat of W.M. Hester Dated November 17, 1916, attached to the original of this agreement, and incorporated for full description - said lot of land adjoining lands now or lately belonging to William-Priestly, Arthur McJunkin, Jas. Thompson and Will Clinton, and being conveyed to the said B.E.-Burns by Mrs. Mary M. Allen by deed duly recorded in office of R.M.C. Book 44, page 54.
- 3. The agreed price for said real estate is one thousend (\$1,000.00) Dollars, payable, two hundred and ninety (\$290.00) Dollars on October 1st, 1920, and the balance in four equal annual installments The one thousand dollars as principal to draw interest from date at eight per cent. per annum, payable annually, any unpaid interest to be added to the principal and draw interest at the same rate, and the whole to become due and payable upon default in payment of any portion of the interest or principal, together with ten per cent. attorney 's fees, if collected by suit or put into the hands of attorney for collection.
- 4. The party of the second part is to pay taxes on said property for the year 1920 and subsequent thereto.
- 5. It is agreed that in case the said second partyshall default in his payments, then the amount equivalent to such payment and interest shall on the following November 1st, be due to the said party of the first part as rental for said land, and there shall be forfeiture of the rights of the second party under this Agreement, upon the option of the said party of the first part. Any buildings erected by the said party of the second part to be regarded as part of the realty.
- 6. It is further agreed between the parties hereto that when the said party of the second part shall have paid fifty per cent. of the principal sum, together with all accrued interest, the party of the first part shall execute and deliver a good fee simple warranty deed to the said party of the second part, upon said party of the second part executing a good first mortgage on the said real estate for the remaining fifty per cent. of the principal sum, together with eight per cent. interest and ten per cent. attorney's fees, as above indicated, said mortgage to be due one year after date, with the privilege of one year's renewal upon payment of interest and another payment of one-fourth belence on principal as above provided.
- 7. And unto the terms of this agreement we hereby bind ourselves, our heirs, executors, and

Witness our hands and Seals this - - - day of February, 1920. Witnesses: W.M. Brockman,

mark his John X Miles, (L.S.) mark

B.E. X Burns

State of South Carolina, County of Greenville.

H.L. Huff.

Personally appeared before me W.M. Brockman and made oath that he saw the within named B.E. Burns and John Miles sign, seal and as their act and deed deliver the within written instrument, and that he with H.L. Huff witnessed the execution thereof. Sworn to and subscribed before me this 14th, day of February 1920.

W.L. Cunningham (L.S.) Notary Public for S.C.

W.M. Brockman.

Vol. 60-Title to Real Estate.

The State of South Carolina,)

Trust Deed.

County of Greenville.

Know all men by these presents, That the Thomas M. Walker Company, a corporation of the State of South Caroline, in the State aforesaid for and in consideration of the sum of five dollars (\$5.00) to it paid by J. Edwin Belser, as Trustee, of the City of Columbia in the County of Richland, in said State and other valuable considerations it hereunto moving the receipt whereof is hereby acknowledged has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said J. Edwin Belser, as Trustee

1. All that certain parcel, piece or lot of land, with the improvements thereon, situate, lying and being on the northern side of South Main Street between Hammond and River Streets, in the City of Greenville, in the said County of Greenville, in said State, being and embracing lots numbers three and four (3 and 4) as shown on plat of property of Thomas M. Walker Company, Inc., recorded in the office of the Register of Mesne Conveyances for said Greenville County in book of plats "E", at page 146, said lot commences on said South Main Street where lots 2 and 3 corner and runs thence southwestwardly along said South Main Street fifty feet to lot number five (5); thence turns and runs along said lot number five (5) ninety feet to lot number thirty-nine; thence turns and runs along said lot number thirty-nine (39) fifty feet to lot number two, themce turns and runs along lot number two (2) ninety feet to the point of commencment on said South Main Street and 2. - All that certain parcel, piece or lot of land with the improvements thereon, situate, lying and being on the northern side of South Main Street, between Hammond and River Streets, in the said City of Greenville, being and embracing lots numbers seven, eight, thirty-five and thirty-six (7, 8, 35 and 36) as shown on said plat of property of Thomas M. Welker Company, Inc., recorded in book of plats "E", at page 146, as aforesaid, said lot commences on said South Main Street where said lots six and seven adjoin and runs thence westwardly along said Main Street sixty-five feet (65') to lot number nine, as shown on said plat; thence truns and runs along lot number nine (9) eighty eight feet to lot number twenty-one (21); thence turns and runs along lot number twenty-one (21) by a broken line sixty-six and 74/100 feet to Chicore Street (a public highway of the said City of Greenville); thence turns and runs along said Chicora Street thirtyseven feet (37') to lot number 37; thence turns and runs along said lot thirty-seven and lot number six (6) one hundred and fifty-six and 75/100 feet to the point of commencement on said South Main Street, and also,

3. - All the right, title, interest and estate of the grantor of, in , and to the brick walls erected on and along the line of division between said lots four and five (4 and 5), said lots six and seven (6 and 7), said lots eight and nine (8 and 9), said lots thirty-five and twenty-one (35 and 21) and said lots thirty-six and thirty-seven (36 and 37), the intention of the grantor being by this deed to convey all of its interest whatever and however arising in and to the said lots of land and buildings thereon and appurtenances thereto.

Said lots are part of the property heretofore conveyed to this Company by Thomas M. Walker by deed dated 27 August 1919, recorded in said Register of Mesne Conveyance office in book of deeds 54 at page 133.

It is understood that the grantee does not assume or become in anywise responsible for the payment of the indebtedness secured by the mortgages of record covering the said lots or any part thereof.

(over)