

first part has this day contracted to sell and does sell to the said parties of the second part all that certain piece parcel and tract of land situate lying and being in the County and State aforesaid containing thirty three acres more or less lying two and a half miles north of Greenville Court House on waters of Richland Creek branch waters of Saluda River and bounded by lands Mrs Croft and lands formerly the lands of Abraham Green Beginning on a Red Oak Stump 3x one and running thence A 88 $\frac{1}{4}$ W 21.80 to a stone 3x on Thence \$ 245 E 29.00 to another 3x n.m on old line thence A 34 $\frac{1}{2}$ S 55.40 to the beginning also a certain lot or tract of land situate in said County & State Beginning at a stone 3x on the New Cut road and running A 34 $\frac{1}{2}$ W 18.90 to a stake (old stump) Thence \$ 49 $\frac{1}{4}$ E 27.79 to a stone 3x at the end of the new Road thence with said Road \$ 88 E to the beginning corner containing twenty and one fourth acres more or less and designated by a spot of the same marked lots No 6 Also all that piece parcel and tract of land containing Three and seven tenths acres more or less situate lying and being in the County and State aforesaid adjoining lands of Mrs Croft & others Beginning on Red Oak Stump 3x one and running thence \$ 78 $\frac{1}{2}$ E 5.25 to a stone 3x on m on old line Thence N 8 $\frac{1}{4}$ E 5.46 to a stone 3x in an old road thence with said road A 73 $\frac{1}{2}$ W 7.18 to a stone n.m on the road thence \$ 8 $\frac{1}{2}$ E 6.50 to the beginning corner of these lots of land and the party of the first part has derived by will from his father Abraham Green & estate and the party of the first part covenants and agrees that when he shall have arrived at the age of twenty five to wit the seventh day of October 1891 and the terms of the sale have been complied with that he will execute and deliver to the said parties of the second part good and sufficient legal titles to the lands hereinbefore described the terms of the said sale are as follows One thousand Dollars is to be paid in Cash when the titles are executed and delivered and notes secured by mortgage of the premises and to be executed by the said parties of the second part to the said party of the first part after they get a sum for same for the credit to wit three notes payable respectively Oct 1892 Oct 7 1893 Oct 7 1894 for Three hundred and thirty one and 66 $\frac{2}{3}$ D dollars with interest from October 7 1891 the time the deed is to be made with interest 8 per cent per annum The said parties of the second do hereby covenant and agree to pay to the said party of the first part the said sum of one thousand Dollars in Cash when good and sufficient legal titles are made and delivered to them by the party of the first part and to execute and deliver the notes above mentioned

herein above specified for the credit portion of the said purchase It is also mutually stipulated and agreed on by and between the said parties of the first and second parts that possession of the said lands hereinbefore described is to be now delivered to the parties of the second part with the right on their part to cut down and remove the timber and wood on six acres of the Thirty three and three acre tract and the dead oak timber on the twenty acre tract on said lands and to improve all the lands in the three tracts in such manner as they may think best and cultivate it and for this right the said parties of the second part agree to pay unto the said party of the first part the sum of two hundred dollars per annum from this time until Oct. the 7th 1891 when the said deed is to be made and delivered to them by the party of the first part But should the said parties of the second part fail to make the payments hereinbefore agreed upon that is to say pay one thousand Dollars in Cash and execute and deliver the notes secured by a mortgage as aforesaid when a good and sufficient legal title is offered them by the party of the first part and fail in carrying out their part of the contract then the said parties of second part are also to pay the said party of the first part for the timber and wood cut down and removed off of said place or lands aforesaid In witness whereof we have hereunto set our hands and seals this the day and year above written In presence of - Interlineations on last preceding page before signature B. A. Green
B. A. Morgan
J. P. Walker

J. Garraux
C. Garraux

If when a good and sufficient legal title is offered to be delivered to the above name of John Garraux and Charles Garraux by the said B. Agustus Green they do not comply with their agreement set out in the foregoing agreements between the parties hereto then I bind myself to carry out the same with the conditions and covenants therein set forth and to make the payments stipulated and the deed is to be made to me in trust my hand and seal this the 7th day of October 1889

In presence of
B. A. Morgan

Elizabeth X. Garraux her mark

J. P. Walker

Duth Carolina Personally comes before me B. A. Morgan who Greenville County being duly sworn says that he saw the within named B. A. Green John Garraux Charlie Garraux and Mrs Elizabeth Garraux sign seal and deliver the within written instrument and that he with J. P. Walker witnessed the execution thereof sworn to before me this Oct 7 1889

Thos L Woodside
Notary Public

Recorded this 7th day of Oct 1889

B. A. Morgan