

"Jones, C. Engr., January 18, 1954, (to be recorded) the following metes and bounds, to wit:

"BEGINNING at an iron pin on the northwest side of the Piedmont Highway (sometimes called the Grove Road) at the corner of property of Hughes; thence with the Hughes line, N. 82-05 W. 1166 feet to property shown on said plat as that of Willie Maude Phillips Smith; thence along line of her property, N. 34-25 E. 793.9 feet to an iron pin in the center of Simpson Street; thence with the center of said street and along line of property of Earle, S. 55-40 E. 1000.0 feet to an iron pin at the intersection of said street with the northwest side of the Piedmont Highway; thence along said highway, S. 25-15 W. 276.8 feet to point of beginning. Being part of the property conveyed by deed recorded in said R.M.C. Office, Greenville County, S. C., in Deed Book MMM, at page 97."

2. In the event that it has become necessary for Smith to convey a part of the land described in the first two parcels of said referenced deed for the health, etc., of said W. M. Phillips, Smith does hereby bargain, covenant, agree and contract that she will convey unto the said Phillips, one-half of the remaining premises described in said two parcels.

3. In the event that it has become necessary for Smith, for the health, etc., of W. M. Phillips, to convey land as described in the last paragraph of said foregoing deed as lots 3 and 4, and said conveyance is the sole grant, Smith bargains, covenants, agrees and contracts to convey to Phillips, his heirs or assigns, the premises described in paragraph 1 hereof, conditioned, however, upon Phillips paying to Smith one-half of the sales price of said lots 3 and 4.

4. In the event it has become necessary for Smith, for the health, etc., of W. M. Phillips, to convey property as described in both paragraphs 2 and 3, Smith agrees to convey to Phillips premises described in paragraph 2, subject to the payment described in paragraph 3.

5. Smith does further agree that she will, if possible, execute a mortgage on the premises described in the referenced deed rather than by a conveyance thereof. In such an event, the deed which Smith has contracted to execute to Phillips shall be further conditioned upon Phillips paying to Smith one-half of the principal and interest which Smith shall have paid on said mortgage and upon Phillips assuming and agreeing to pay one-half of the remaining balance due on said note and mortgage. Such a mortgage shall be executed only for the health, support, comfort and well-being of W. M. Phillips and a mortgage if so executed shall embrace all of the premises