

described in the first two parcels of the referenced deed.

It is agreed that Smith or Smith and W. M. Phillips shall have the right to sell or mortgage any of the property described in the referenced deed for the support, health, comfort and well-being of W. M. Phillips without securing the consent of Phillips. In the event of such a sale or encumbrance, the applicable paragraph of this contract shall apply.

It is stipulated, however, that Smith may convey or mortgage any portion of said premises for her own use with the exception of the property described in paragraph one of this contract which may be conveyed or encumbered only for the health, support, comfort and well-being of W. M. Phillips. A sale or encumbrance by Smith for her own use shall not reduce the deed to be executed by Smith to Phillips upon the death of W. M. Phillips.

This contract shall be binding on the parties, their heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties this 18<sup>th</sup> day of January, 1954.

Witnesses:

Bradley W. Baranick  
James H. Price

Willie Maude Phillips (IS)

David C. Phillips (IS)

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PERSONALLY appeared before me Bradley W. Baranick who, on oath, states that he saw the within-named Willie Maude Phillips Smith and David C. Phillips sign, seal and as their act and deed execute the foregoing contract for the purposes recited therein, and that he, with James H. Price Jr., witnessed the execution thereof.

SWORN to before me this 18<sup>th</sup> day of January, 1954.

Bradley W. Baranick

James H. Price (IS)  
Notary Public for South Carolina

Recorded January 19th. 1954 at 10:50 A. M. #1288