

State of South Carolina)
County of Spartanburg) Contract.

This contract, entered into this twelfth day of May, 1922, by and between Mrs. I. W. Caldwell, John C. Caldwell, Andrew J. Caldwell, Mrs. A. P. Toomer, Mrs. B.C. Littlefield, Mrs. Fred Kelly, Mrs. E. E. Brown and Miss Ernestine Caldwell, WITNESSES:-

That the parties to this contract and agreement for good and sufficient consideration moving from each to the others, do agree:-

1. That all lands of the late Andrew Caldwell, outside the city of Spartanburg, be divided into eight tracts; the division to be made so that each tract will have as nearly as practical the same value. After this division into eight tracts, Mrs. I. W. Caldwell is to select the tract of her choice and the other parties to this contract, they being all the living children of Andrew Caldwell, deceased, are to make a deed to the tract chosen by Mrs. I. W. Caldwell to her for life, with reversion to them and their heirs.
2. That two disinterested appraisers are to appraise the value of each of the remaining seven tracts and the children of Andrew Caldwell, deceased, they being the last seven parties named above, are each to have one of the seven tracts at its appraised value, each child to account for the difference between the value of the lot so received and the value of the lot appraised as of the least value in the following manner; that is to say, that this difference shall be put into a common fund and equally divided among the seven children, which being done each child is to have a fee simple deed to his or her respective tract from the other children. If no other method is agreed upon the tract to be received by each child is to be determined by lot.
3. That these lands are to be so divided that the Fairforest Place will contain four tracts, the Home Place two tracts and the Sigbee Place two tracts, Andrew Caldwell being hereby empowered to employ a surveyor for this purpose at the least possible price.
4. That all land in the city of Spartanburg belonging to the Estate of Andrew Caldwell, deceased, be sold as soon as a suitable price can be obtained therefor and the proceeds of this sale be equally divided among the eight parties above named.
5. That all remaining assets of the Estate of Andrew Caldwell, deceased, are to be equally divided among the eight parties above named. The value of all stocks, bank, will ~~be~~ ^{as of June 1, 1922,} by Glenn and A. M. Law & Company, it being understood that the stocks are to be divided in kind as nearly as possible.
6. That Andrew Caldwell is hereby empowered to employ attorneys to collect any claim we may have against ~~the~~ Caldwell on the basis of not over _____ per cent. of the amount collected, and that Andrew Caldwell is to receive five per cent. of the amount collected for his services; the remainder to be divided among the eight parties above named.
7. W. W. Wingo, one of the executors of the Estate of Andrew Caldwell, deceased, having applied for his final discharge as such

and June 12, 1922, having been set as the date for hearing on the same, and as it will be necessary for some one to look after the lands above mentioned till they are divided or sold - to collect rents therefrom, etc., we hereby employ him for this purpose and agree that he shall be paid one dollar per day for so doing from the day of his discharge as executor until such time as his services are not longer needed, we to give him notice of this time.

In witness whereof we have hereunto set our hands and seals on the day and year first mentioned.

A. J. Caldwell (L.)

Mrs. A. P. Turner (L.)

(Mrs B. L. Sullfield) Mary C Sullfield (L.)

Jessie C. Caldwell (L.)

Mrs. E. E. Brown (L.)

(Mrs Bred Keely) Mrs Margaret C Keely (L.)

Ernestine Caldwell (L.)

Mrs J. A. Caldwell (L.)