

State of South Carolina. }
County of Greenville, }

KNOW ALL MEN BY THESE PRESENTS:

That I, C.C. Good, of Greenville County have agreed to sell to Cliff Richey a certain lot or tract of land in the County of Greenville, State of South Carolina, in the City of Greenville, in the 4th, Ward of said

City of Greenville, and having such metes and bounds as are shown in the deed made to C.C. Good by Sallie T. Stover, dated 22nd, day of Oct. 1914, and recorded in Vol. #26 of Deeds, at page 389. Said lot having a frontage of 46 feet on Broad Street.

And the said purchaser agrees to insure the house and buildings on said lot in a sum not less than \$1200.00 and assign the policy of insurance to the said seller (C.C. Good).

And execute and deliver a good and sufficient warranty deed therefor

on condition that I shall pay at once the sum of Twenty-one hundred and fifty Dollars in the following manner: \$15.00 on the delivery of this deed for title, and \$15.00 per month thereafter, due and payable on the 1st, day of each calendar month, beginning August 1st, 1919

This contract cancelled this 30th day of March, 1925
Cliff Richey

until the full purchase price is paid, with interest on same from date at eight per cent per annum until paid, to be computed and paid annually, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind then in addition the sum of Fifty dollars for attorney's fee, and said fees is shown by my notes of even date herewith. The purchaser agrees to pay all taxes while this contract is of force.

It is agreed that time is of the essence of this contract, and if said payments of every kind be not made when due, I shall be discharged in law and equity from all liability to make said deed, and may treat said Cliff Richey as tenant holding over after termination, or contrary to the terms of this lease, and shall be entitled to claim and recover, or retain if already paid the sum of one hundred and fifty dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, We the said have hereunto set our hands and seals this 25th day of July A. D., 1919.

In the presence of T.E. Ross, C.C. Good, (SEAL) Lara Stover, Cliff Richey, (SEAL) Lula Richey,

THE STATE OF SOUTH CAROLINA, Greenville County. Personally appeared Lara Stover who says on oath that she saw C.C. Good and Cliff Richey sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that she with T.E. Ross witnessed the same.

Sworn to before me this 25th day of July (1919) A. D., 1919. Notary Public S. C. Lara Stover (Recorded for July 29th, 1919)



State of South Carolina. }
County of Greenville, }

CONTRACT OF SALE

By virtue of the agency evidenced by power of attorney to me executed and delivered by all parties owning an interest in the land hereinafter described, which said power is now of record in the R. M. G. Office for Greenville County, South Carolina.

THIS AGREEMENT, entered into this 24th day of September in the year 1919, between Nona H. Squires, Mollie E. Freeman of No. Street, City of Greenville State of South Carolina party of the second part:

WITNESSETH, That for and in consideration of the agreements contained herein and the payment of the sums of money hereinafter mentioned, the party of the first part agrees to sell to the party of the second part, and the party of the second part agrees to buy of the party of the first part that certain lot of land, being the lot known as lot No. 52, fronting 80 feet on the west side of Virginia Avenue and running back to the right of way of the P. & N. Railway Company.

street, on the map of the property of known as "HIGHLAND" filed in the office of the Register Mesne Conveyance, Greenville County, S. C., and recorded in Plat Book C at pages 146.

The party of the first part agrees to deliver to party of the second part a warranty deed, duly signed, sealed and acknowledged, containing the conditions, covenants and restrictions as to the use of said lots as specified below, whenever the party of the second part shall have paid for said lots the sum of three hundred Dollars, and the party of the second part further agrees to pay for the said lot to the party of the first part, or to its duly authorized agent, the said sum of three hundred Dollars; whereof twenty-five Dollars have been paid in cash and the remainder is to be paid as follows: ten Dollars per month thereafter until the entire purchase price is paid. Time being the essence of this contract. Payments to begin thirty days from date.

No interest is to be charged against the purchaser on the above mentioned deferred payments, and all taxes are to be paid by grantor till a deed is given for said lots. It is agreed that if the purchaser shall be in default in making any of said payments for a period of thirty days, this agreement shall be null and void and the money paid hereunder shall be retained by the party of the first part as liquidated damages without any liability to account for the same. Party of the second part hereby agrees upon request of the party of the first part to accept a deed as provided herein, and execute notes and mortgage of the premises to party of the first part to secure the deferred payments as set out herein, notes to be without interest and payable on the same basis as original contract, all papers to be recorded at expenses of the party of the second part. The deed from grantors shall contain the following restrictions which shall apply for a period of twenty-one years from date of this contract:

- FIRST. That the property is not to be sold, rented or otherwise disposed of to persons of African descent.
- SECOND. That no liquor, ardent spirits or near beer are to be sold on the property.
- THIRD. That no house shall be built on the lot herein described to cost less than 650 Dollars, but any person may use two or more lots, placing one residence thereon.
- FOURTH. That no building shall be erected nearer the street than 10 feet from the street.
- FIFTH. That no use shall be made of the lots sold, or any part thereof which would constitute a nuisance or injure the value of the neighboring lots.
- SIXTH. That the layout of the lots as shown on said plat shall be adhered to; and no scheme of facing lots in any other direction than that shown on said plat shall be permitted.
- SEVENTH. That the grantors reserve the right to lay and place or authorize the laying and placing of electric or other street-car tracks, sewer, gas and water pipes, electric conduits or pipes, telegraph, telephone and electric light poles, or any other work or instruments of public utility, on or in any of the streets of said grantors without compensation to any lot owner.

The said deed shall provide that in event of a violation by the purchaser of the first provision above, the title to the lot shall revert to the grantor, except as against lien creditors, and that in event of a violation of any of the other provisions above, the grantor shall have the right to enforce the same by proper proceedings. This contract is made with the distinct understanding and agreement that the said grantors guarantee the following improvements within a reasonable time.

1. That the street or streets on which said lots face will be graded. This agreement constitutes the sole and final contract between parties of the first and second part, and no promises or agreements not contained herein shall be of any force.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals, this 24th day of Sept. 1919.

Witness: Nona H. Squires (Seal) Agent and Attorney in Fact. T.M. Bennett, Mollie E. X. Freeman (Seal) C.T. Squires, Mark Purchaser. J.W. Todd, Jr. Recorded October 23rd, 1919.

Notary Public S. C. (Recorded for 190...)