

State of South Carolina

Contract for Sale and Purchase.

County of Greenville.

This Agreement entered into this 21st day of January, 1913, between Suburban Land Company, hereinafter referred to as Seller, and J.L. Cely, hereinafter referred to as Purchaser,

WITNESSETH: That in consideration of the agreements and the payments hereinafter named, the Seller agrees to sell and the Purchaser agrees to buy Lot No. 53 of Sans Souci Villa, more particularly described hereinafter, at a price of Six Hundred and Ninety (\$690.00) Dollars, of which Twenty Five (\$25.00) Dollars has been paid in cash, and the remainder is payable at the rate of Fifteen (\$15.00) Dollars per month, until the purchase price is paid in full, with interest on the unpaid portion from date at the rate of eight per cent. per annum from date to be computed and paid monthly, and if unpaid, to bear interest until paid at the same rate as principal, and, in case said sum or any part thereof be collected by an attorney or through legal proceedings, the Purchaser agrees to pay ten per cent. in addition to the amount due as attorney's fees; and the Purchaser has given his note for the purchase price as aforesaid.

On payment of the full purchase price and interest the Seller agrees that there shall be made to the Purchaser a good warranty deed for said lots. It is further agreed that the Seller shall pay all taxes on the lot until the time when the last payment shall be due.

The property hereby agreed to be sold and bought is described as follows: Beginning at an iron pin on the West side of Furman Road, corner of lots 52 and 53 and running thence with line of lot No. 52, N. 57-25 W. 184. 2 feet to an iron pin in back line of Lot No. 44; thence with back line of lots 44 and 45, N. 13-30 E. 61.6 feet to iron pin, corner of lots 53 and 54; thence with line of lot No. 54, S. 57-25 E. 186. 5 feet to an iron pin in Furman Road; thence with said Road, S. 20-30 W. 60. 5 feet to an iron pin, the beginning point.

The property shall be subject to the following restrictions:

- (1) That no house shall be built on said lot costing less than \$1500.00; (2) That neither the said lot nor any part thereof shall be sold, rented, or otherwise disposed of to any person of African descent; (3) That no building shall be built on said lot nearer to the street than the building line shown on the plat of the said property, said line being twenty-five feet from the sidewalk. It is agreed that time is of the essence of this contract, and, if the said payments be not made when due, the Seller shall be discharged in law and equity from all liability to make said deed, and may treat the Purchaser as tenant holding over after the 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 eighty Dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note. Done in Duplicate at Greenville, S.C. the day and year first above

written.
WITNESS:
F.G. Spellmeyer,
W.S. Bradley,
State of South Carolina,
County of Greenville.

Suburban Land Company,
By T.F. Hunt, Prest.
and
By Frank F. Martin, Secty & Treas.
Seller.
J.L. Cely, Purchaser.

Personally appeared before me W.S. Bradley and made oath that he saw T.F. Hunt, as President, and Frank F. Martin as Secty. & Treas. of Suburban Land Company a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written contract and that he with F.G. Spellmeyer witnessed the execution thereof.
Sworn to before me this 8th day of Feb. 1913.
J.N. Southern (L.S.)
Notary Public for S.C.

W.S. Bradley

For release see this Book page 243.

For See to this Lot See Volume 29 Page 20

State of South Carolina,)

Contract for Sale and Purchase.

County of Greenville.)

This Agreement entered into this 25th day of Jan. 1913, between Suburban Land Company, hereinafter referred to as Seller, and R.E. Wilcox, hereinafter referred to as Purchaser,

WITNESSETH: That in consideration of the agreements and the payments hereinafter named, the Seller agrees to sell and the Purchaser agrees to buy Lot No. 51 of Sans Souci Villa, more particularly described hereinafter, at the price Six Hundred and Ninety (\$690.00) Dollars of which Twenty five (\$25.00) Dollars has been paid in cash, and the remainder is payable at the rate of Fifteen (\$15.00) Dollars per month, until the purchase price is paid in full, with interest on the unpaid portion from date at the rate of eight per cent. per annum from date to be computed monthly, and if unpaid, to bear interest until paid at the same rate as principal, and, in case said sum or any part thereof be collected by an attorney or through legal proceedings, the Purchaser agrees to pay ten per cent. in addition to the amount due as attorney's fees; and the purchaser has given his note for the purchase price as aforesaid.

On payment of the full purchase price and interest the Seller agrees that there shall be made to the Purchaser a good warranty deed for said lots. It is further agreed that the Seller shall pay all taxes on the lot until the time when the last payment shall be due.

The property hereby agreed to be sold and bought is described as follows: Beginning at an iron pin on the West side of Furman Road, corner of Lots No. 50 and 51, and running thence with line of Lot No. 50, N. 57-25 W. 180 feet to iron pin in back line of lot No. 43; thence along back line of lots 43 and 44, N. 13-30 E. 61.6 feet to iron pin, joint corner of Lots No. 51 and 52; thence along line of Lot 52, S. 57.25 E. 182 feet to iron pin on Furman Road; thence with said Road, S. 20-30 W. 60.5 feet to the beginning.

The property shall be subject to the following restrictions:

- (1) That no house shall be built on said lot costing less than \$1500.00; (2) That neither the said lot nor any part thereof shall be sold, rented, or otherwise disposed of to any person of African descent; (3) That no building shall be built on said lot nearer to the street than the building line shown on the plat of the said property, said line being twenty-five feet from the side walk.

It is agreed that time is of the essence of this contract, and, if the said payments be not made when due, the Seller shall be discharged in law and equity from all liability to make said deed, and may treat the Purchaser as tenant holding over after the 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 eighty Dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note. Done in Duplicate at Greenville, S.C., the day and year first above written.

WITNESS:
F.G. Spellmeyer,
W.S. Bradley,

Suburban Land Company
By T.F. Hunt, Prest.
and
By Frank F. Martin, Secty. & Treas.
R.E. Wilcox,
Purchaser.

State of South Carolina,
County of Greenville.

Personally appeared before me W.S. Bradley and made oath that he saw T.F. Hunt, As President, and Frank F. Martin as Secty. & Treas. of Suburban Land Company a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal and as the act and deed of the said corporation deliver the within written contract, and that he with F.G. Spellmeyer witnessed the execution thereof.

Sworn to before me this 8th, day of Feby. 1913.
J.N. Southern (L.S.)
Notary Public for S.C.

W.S. Bradley