

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

AGREEMENT made this June 30th. 1914, by and between E.Z.Seymour of Greenwood, South Carolina and E. R. Hutchings of Greenville, South Carolina.

W I T N E S S E T H:

That the said E. Z. Seymour does hereby agree to sell and convey under the said E. R. Hutchings that lot or parcel of land on Perry Avenue, near the City limits of the City of Greenville, known as the W. J. Foster place, opposite the home of Prof. E.L. Hughes, having a frontage on said street of approximately ninety (90) feet, on which is situate a two-story residence with barn and out buildings, being all of said lot recently conveyed to the said E. Z. Seymour by John M. Steele, upon the following terms to wit: Six (6) lots located in or near the City of Greensboro, North Carolina, being known as lots Nos. 7,8,9 and 10, in block 19 and lots 7 and 9 in block 20 of the subdivision known as "Piedmont Heights", and of value in this transaction at \$1500.00, and are to be conveyed to E. Z. Seymour free of any encumbrance or lien by way of mortgage, tax or otherwise, and further in consideration of the sum of \$4000.00 to be paid as follows: Two Hundred Dollars (\$200.00) each year for the period of five (5) years until the sum of One Thousand (\$1000.00) Dollars shall have been paid, payable Two Hundred (\$200.00) Dollars at the end of each and every year, beginning with this date, and interest on said Four Thousand (\$4000.00) Dollars from this date at the rate of 7% per annum, payable semi-annually, with the right to the said E. R. Hutchings to anticipate and pay said thousand dollars at any time he sees fit before the expiration of five (5) years, and upon compliance with all the other terms of this contract, including the payment of interest as aforesaid when said sum of One Thousand (\$1000.00) Dollars shall have been paid, then the said E. Z. Seymour, his heirs and assigns are to convey to the said E. R. Hutchings, his heirs or assigns, said lot of land on Perry Avenue, above mentioned by good fee simple deed, free from encumbrance, and the said E. R. Hutchings shall secure the remainder of Three Thousand (\$3000.00) Dollars to be paid by the execution of a note and a first mortgage for the balance of the purchase price on said lot of land on Perry Avenue, with interest at the rate of 7% per annum, payable semi-annually and 10 per cent attorney fees in case of foreclosure and the principal sum to be paid within five years from the date of said note and Mortgage, with the privilege of anticipation, and in the meantime, pending the giving of such note and mortgage and until after the same shall have been given, and until said principal and interest shall have been paid in full, the said E. R. Hutchings shall pay all taxes and assessments levied against said property, and shall pay all insurance premiums and keep the same insured in the sum of Three Thousand (\$3000.00) Dollars in Favor of the said E. Z. Seymour, and if the said E. R. Hutchings fails to pay said interest semi-annually for any period, and fails to pay any taxes or assessments, or fails to pay insurance premiums, or fails to keep and observe any of the other covenants and agreements contained in this contract then at option of E. Z. Seymour his rights and interest in said property and this contract shall immediately cease and determine, and all payments made by him shall be applied by the said E. Z. Seymour as rent for the use and occupation of said place, and as liquidated damages for the breach of this contract and the said E. R. Hutchings shall be considered as a tenant holding over after the expiration of said term, and shall immediately, upon demand by the said E. Z. Seymour, his agent, heirs or assigns, surrender possession of said place, to the said E. Z. Seymour, his heirs or assigns, and as a further condition and provision of this contract the said E.R. Hutchings agrees to maintain said premises in good repair excepting ordinary and necessary deterioration by the weather and proper uses, and all the provisions of this contract are binding upon both parties, their heirs and assigns.

Witness our hands and seals this 30th day of June A.D. 1914.

Witnesses:

W. A. Wallace

E. Z. Seymour (L.S)

E. R. Hutchings (L.S)

Recorded September 27, 1916.