

( Contract )

State of South Carolina,  
County of Greenville.

Agreement made this 1st, day of April 1918, between Mrs. M.L. Orr, hereinafter called the vendor party of the first part, and, J.L. Mahaffey, hereinafter called the party of the second part:

Witnesseth: The said vendor agrees to sell to the purchaser for the sum of three thousand (\$3,600.00) six hundred dollars, four hundred (\$400.00) dollars of which is herewith paid, the receipt of which is hereby acknowledged. The remainder of the said purchase price to be paid as follows: Two hundred (\$200.00) dollars six months from date hereof and two hundred (\$200.00) Dollars six months thereafter until the purchaser has paid the sum of twelve hundred (\$1,200.00) dollars on the principal at that time the seller is to execute a fee simple, full warranted deed to the premises herein described and to take the purchaser's note secured by a mortgage on the premises herein conveyed for the remainder of the said deferred payments to draw interest at the rate of seven per cent. per annum, payable semi-annually.

Possession of said premises herein described began on the date of this agreement, to-wit: April 1st, 1918. The premises herein contracted for sale being that house and lot on the South side of Perry Avenue, City of Greenville, State and County aforesaid where the said J.L. Mahaffey now lives, Courses and distances to be furnished by the vendor.

The vendor shall prepare or cause to be prepared, deed of conveyance with full covenants of warranty of the premises to the purchaser and shall deliver or cause to be delivered at her own expense, the deed to the said purchaser or his attorneys upon the said purchaser's having paid the further sum of twelve hundred (\$1,200.00) dollars reducing said purchase price to two thousand (\$2,000.00) Dollars.

All taxes for the year 1918 to be paid by the purchaser and the purchaser is to pay the unearned portion of the fire insurance premium. The parties hereto do hereby bind themselves, their heirs executors and administrators forever.

In witness whereof we have hereunto set our hands and seals this 9<sup>th</sup> day of April 1918.

In the presence of:

Geo. W. Long,

James P. Ables,

Mrs. M.L. Orr,  
Party of the first part.  
J.L. Mahaffey,  
party of the second part.

State of South Carolina,  
County of Greenville.

Personally appeared before me, Geo. W. Long who upon oath says that he saw the within named Mrs. M.L. Orr and J.L. Mahaffey sign, seal and deliver the within written agreement for the purposes therein set out and that he with J.P. Ables witnessed the execution thereof.

Sworn to and subscribed to before

me this 9<sup>th</sup> day of April, 1918.

Harry R. Wilkins (Seal)

Notary Public for S.C.

Geo. W. Long.

Recorded April 11<sup>th</sup>, 1918.

State of South Carolina }  
County of Greenville. } Agreement to sell land.

This agreement made and entered into this April 12<sup>th</sup>, A.D. 1918 by and between L.C. Walker, party of the first part, and S.E. Hawkins, party of the second part,

W-I-T-N-E-S-S-E-T-H:

That in consideration of the agreements and the payment of the sums of money hereinafter referred to, the party of the first part agrees to sell and the party of the second part agrees to buy, All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, and County of Greenville, in Bates Township, on Enoree River and Tubb's Branch, about 2 miles from Travellers Rest, S.C., containing 31- $\frac{1}{2}$  acres, more or less; this being the same land conveyed to the party of the first part by Ellis C. Bedell, by deed dated 22<sup>nd</sup>, day of Feb. 1917, recorded in the R.M.C. Office for Greenville County, S.C. in Vol. #44 of Deeds, at page 165, to which reference is hereby made.

The purchase price to be \$1850.00, of which \$10.00 has been paid in cash, and the remainder of \$1840.00 is payable as follows, Viz: - \$300.00 December 1st, 1918; \$300.00 December 1st, 1919; \$300.00 December 1st, 1920; \$300.00 December 1st, 1921; \$300.00 December 1st, 1922 and \$340.00 December 1st, 1923, with interest at the rate of eight per cent. per annum, payable December 1st, on the whole sum remaining from time to time unpaid; the party of the second part is to pay all taxes, assessments that may be legally levied or imposed upon the land hereinabove named.

In case of failure of the said party of the second part to make either of the payments, or any part thereof, or to perform any of the covenants on his part, hereby made and entered into, then this contract shall at the option of the party of the first part, be terminated, and the payments made by the party of the second part shall be taken to be in payment of rents for the premises hereinabove named and for damages sustained by the party of the first part; and such payments shall be retained by the said party of the first part in full satisfaction, and in liquidation of all damages by him sustained, and for the rental value of said premises, and the said party of the first part, shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor.

It is mutually agreed by and between the parties hereto, that the time of payments shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties; and upon the payment of the balance of the purchase money as aforesaid, the party of the first part hereby agrees to convey the land hereinabove named to the party of the second part or his heirs and assigns, by good, fee simple deed of conveyance with the usual covenants of general warranty, free from all liens or incumbrances whatsoever, with Dower renounced.

It is further understood and agreed, that the party of the second part is not to cut any timber or otherwise commit any waste on said land without the consent of the party of the first part.

In case said sum of money or any part thereof be collected by an attorney or through legal proceedings of any kind, then in addition the sum of \$100.00 for attorney's fee is to be paid by the party of the second part, and the said party of the second part having given his note for the amount due as aforesaid.

In witness whereof, the parties hereto have hereunto set their hands and seals this 12<sup>th</sup>, day of April, A.D. 1918.

(Over)