

thereon a six room bungalow with bath etc.

It is hereby understood and agreed by the second party that should the first party or his heirs, assigns wish to refinance the deferred payments to be due on said property, he will lend his ready co-operation and assist in event such refinancing is according to the original terms stated herein.

It is understood that if the second party does not pay all cash for the said property, when deed is delivered for the same, the second party will simultaneously execute in proper legal form notes secured by mortgage on the same property conveyed, for the same amount of unpaid purchase money, the said notes bearing interest at the rate of 8 per cent ^{as above stated} payable with usual and customary clauses relative to foreclosure and sale if any instalment or principal or interest remains unpaid when due, and does hereby agree to keep buildings on the said premises insured at all times against loss or damage by fire or tornado or wind storm, for the benefit of the holder of the lien, in the sum of at least \$2500.00.

It is understood that full possession is to be given second party of these premises from this date and that he is remain in same until default of two monthly payments as stated above, and that second party is to receive general warranty deed at any time after a total of \$500. is made upon the purchase price.

It is hereby expressly agreed that (at this time there does exist any incumbrance whatever against these premises), whether the same consists of taxes, lease contracts, mortgages, liens, or any incumbrance whatsoever, which would hinder the possession as agreed upon above, out of the first money paid or to be paid by the second party, the said incumbrances shall be first paid off and released of record, and failure to do so by first party or application of these funds for any other purpose whatsoever, shall be considered a breach of trust and punishable under the laws of the State.

It is hereby agreed by the second party that the

terms as outlined above shall be binding upon him regardless of any other terms or conditions, as these terms have been discussed and mutually agreed upon by both buyer and seller, and both parties are hereby bound thereby.

The second party hereby accepts the survey as correct, and if not correct, agrees to pay for any further surveying which may be considered necessary to be done.

This is the only agreement existing between the parties hereto relative to the sale of this land.

Witness our hands and seals, the day and year above written.

E. Godfrey Webster (seal)
J. W. Cottingham (seal)

Witnesses:

Franklin Smith.

L. A. James.

State of South Carolina.

County of Greenville.

Personally appeared before me Franklin Smith and made oath that he saw the within named E. Godfrey Webster and J. W. Cottingham sign, seal and as their act and deed, deliver the within instrument and that he witnessed the execution thereof.

Sworn to before me this
31st day of January A.D. 1922.

L. A. James (Seal)
Notary Public, S. C.

Franklin Smith

Recorded Jan. 31st. 1922.