

State of South Carolina,
County of Greenville.

This agreement made and entered into this the 28th, day of February 1922, by and between William H. Austin of the one part, and Grace O. Williams of the other part.

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

That for and in consideration of the terms and conditions and money to be paid, as is hereinafter stated, the said William H. Austin has bargained and sold to Grace O. Williams, and will convey to her, as is hereinafter stated, that certain lot of land situate in the City and County of Greenville, South Carolina, fronting sixty feet on the North side of East Avenue and running back in parallel lines 200 feet, and fully described in a deed to the said Austin by Henry P. McGee, dated October 14th, 1921, and recorded in Vol. 73, at page 300. *Attest J. Reister*

The purchase price for said lot is forty-seven hundred thirty dollars and thirty cents (\$4730.30) and is to draw interest from the date hereof until paid at the rate of eight (8) per cent. per annum, payable semi-annually, and if not so paid to draw interest at the same rate as the principal until paid.

If the interest is not paid when due, as above stated, and any payment is thereafter made, such payment shall be first applied to the payment of the interest, taxes and insurance, if any such be due, and if any then remains, to be applied to the principal.

Said principal is payable as follows: \$60.00 March 15th, 1922, and \$60.00 on the 15th, day of each and every consecutive month thereafter until paid in full; and as before stated, if at the time of any such payment, there shall be due and unpaid any interest, such payment shall be first applied to the payment of interest.

It is further agreed that the said Williams will pay all taxes and assessments against said property; will keep same fully insured and pay the premiums thereof; the said taxes, assessments and insurance premiums are exclusive of the monthly payments herein above referred to.

And in the event the said Williams does not pay and keep paid such taxes, assessments and insurance premiums, then any made under this contract may be applied to the payment of such, as is herein provided for the payment of any past due interest.

It is further agreed that when said principal and interest have been paid, fully, and there remains no taxes or insurance premiums due, and if all the other terms and conditions of this contract have been kept by the said Williams, then the said Austin will execute and deliver to the said Williams his deed and thereby convey to her in fee simple, free from encumbrance, including dower renounced, if any, the lands hereinabove referred to.

It is further agreed that upon the failure of the said Williams to make any payment when due or upon the breach by her of any term or condition herein stated, the said Austin may at his option declare this contract at an end, and thereupon re-enter and take possession of the premises and remove all persons therefrom, and all money up to that time which may have been paid to the said Austin by the said Williams, hereunder, shall be kept by him as in payment of liquidated damages, and for the use and occupation of same.

That time is of the essence of this contract.

To all of the foregoing, the parties hereto do hereby bind themselves, their heirs and assigns, and in duplicate set their hands and seals the day and year first above written.

Witnesses:
W.C. Williams,
J.M. Latimer.

Wm. H. Austin,

Grace O. Williams.

State of South Carolina,
County of Greenville.

Personally appeared before me W.C. Williams, and made oath that he saw William H. Austin, and Grace O. Williams, sign, seal and as their act and deed, deliver the within written deed and that he with J.M. Latimer witnessed the execution thereof.

Sworn to before me this 28th,
day of February 1922.
J.M. Latimer (Seal)

W.C. Williams.

Notary Public for South Carolina.

Recorded March 3rd, 1922.

State of South Carolina,)
County of Greenville.) Assignment.

Whereas, heretofore to-wit: C.F. Putman conveyed to W.L. Useary a certain tract of land containing about forty-one acres, about seven miles from the City of Greenville South Carolina, And Whereas, in the said conveyance C.F. Putman reserved the rents from the said place for the year 1922, conditioned that the said C.F. Putman pay the taxes on the said property.

Now know all men by these presents, that in consideration of the sum of One hundred (\$100.00) Dollars, the receipt whereof is hereby acknowledged, I do hereby assign, transfer and set over to A. Horowitz all my right, title and interest in and to the rents to be derived from the said tract of land with the understanding, however, that the said A. Horowitz is to pay the taxes on the said property for the year 1922 & 1921.

In witness whereof I have hereunto set my hand and seal this 6th, day of March 1922.

In the presence of:

J.B. Maddox,

C.F. Putman

T.C. Turner, Jr.

A. Horowitz.

State of South Carolina,

County of Greenville.

Personally appeared before me J.B. Maddox who being duly sworn says that he was present and saw the within named C.F. Putman and A. Horowitz sign, seal and as their act and deed deliver the foregoing instrument for the purposes therein mentioned and that he with T.C. Turner, Jr. witnessed the execution thereof.

Sworn to before me this 6th, day

of March 1922.

J.B. Maddox

T.C. Turner, Jr.

Not. Pub. for S.C.

Recorded March 6th, 1922.