

Contract of Sale and Purchase

State of South Carolina

County of Greenville

This Agreement entered into this 5 day of Jan. 1920 between B. H. Deason hereinafter called the seller and A. S. Gabriel hereinafter called the purchaser Witnesseth: That in consideration of the arguments and payments hereinafter named, the Seller agrees to sell and the Purchaser agrees to buy, the hereinafter described lot of land at the price of Thirty Seven Hundred fifty & no/100 Dollars (\$3750.00) of which \$200.00 has been paid in cash and the balance is payable as follows:

Assume the contract entered into between T. F. Hunt and Annie H. Smith on the 18th of Sept, and transferred by said Annie H. Smith to B. H. Deason on the 5th day of Dec. 1919 and pay an additional payment of \$22.50 (\$22.50) Dollars per month to said B. H. Deason until the sum of Five Hundred and Ninety (\$590) Dollars is paid until the purchase price is paid in full with interest on the unpaid portion from date at the rate of 8 per cent. per annum to be computed and paid quarterly, and if unpaid to bear interest at the same rate as principal and in case said sum or any part thereof be collected by an attorney or through legal proceedings of any kind, the Purchaser agrees to pay ten per cent. in addition to the amount as attorney's fee.

The Seller agrees that there shall be made to the Purchaser a good warranty deed for said property.

The property hereby agreed to be sold and bought is described as follows:

The lot described in contract entered into between T. F. Hunt and Annie H. Smith on the 18 day of Sept 1919, being the same transferred to B. H. Deason on the 5th day of Dec. 1919.

Witness our hands and seals the day and year above written

E. J. Henry

B. H. Deason
A. S. Gabriel
(Seller)
(Purchaser)

State of South Carolina

County of Greenville

Personally appears E. J. Henry, who, upon oath, says: That he saw the within named B. H. Deason, Seller, and A. S. Gabriel, purchaser, sign, seal and as their acts and deed deliver the within written instrument for the uses and purposes therein stated and that he witnessed the execution thereof.

Sworn to this January 5th, 1920.

Wilton H. Carl (Seal)

Notary Public, South Carolina

E. J. Henry

Notary Public, South Carolina

See Contract recorded in Deed Book 60 page 332.

State of South Carolina

City of Greenville

This Contract made January 12th 1920 between J. W. Norwood of the first part hereinafter designated as "Norwood" and George M. Buchanan and W. A. Wallace of the second part, hereinafter designated "Buchanan and Wallace".

Witnesseth:

Whereas the parties own adjoining lots on the east side of South Main Street in Greenville, S.C. which they desire to improve, and there now stands upon the north side of the lot of Buchanan and Wallace a brick wall forming the north side of a residence, and Norwood proposes to add to this a new wall extending to Main Street, and an additional wall extending eastward, all to be upon the land of Buchanan and Wallace, and to have a total length, including the old wall, of one hundred feet, and to be of such dimensions as to be suitable for a party-wall for both of the improvements that are contemplated.

Now it has been agreed that in consideration of the furnishing of the labor and materials for the construction of the wall by Norwood that Buchanan and Wallace will pay one half the cost of the new wall which shall be built immediately with all convenient speed by Norwood or some contractor to be procured and paid for by him. It shall be erected on land of Buchanan and Wallace, who shall this day convey six inches of said land to Norwood. Norwood shall pay for said six inches three hundred and twenty-five dollars, and he shall also pay Buchanan and Wallace one-half the cost of the old wall at the same price per square foot as cost of the new wall. When the wall has been constructed it shall be a party-wall for the joint and equal use of Norwood and his heirs and assigns and Buchanan and Wallace and their heirs and assigns, with the right in each party to build on thereto and to make such reasonable use of as is common in building operations during the life of the wall.

And it is agreed that if it should hereafter become necessary to repair or rebuild the wall or any portion thereof the expense shall be borne equally by the parties; and when it shall be rebuilt it shall be placed on the same spot where it now stands, and be of the same size, of similar materials and of like quality.

Should one of the parties wish to extend the wall beyond the dimensions now agreed on, he shall do so