## Vol. 85-Title to Real Estate.

And it is further specifically understood and agreed that this is not en optional contract, but is an absolute contract and agreement to sell and purchase, and may be enforced as such by either party heroto; and it is still further understood that time is of the essence of this agreement and all the terms and conditions thereof.

As one of the terms and conditions of this contract the purchaser agrees to take ordinary and reasonable care of the premises so as not to allow same to dotoriorate more than is consistent with the usual wear and tear of building of such class. The wall dividing a portion of the land covered by this contract and lands being retained by the seller sets out and upon the property being conveyed, and this wall the seller shall have the right to tear away and re-build on the line, ingress and egress being given for that purpose. And it is further understood that should the seller desire to build a brick wall along the line of property retained by her that she shall have the right to build one-half same on the property being conveyed and when that wall shall be used by the owner of the property here conveyed than one-half the cost of said wall shall be paid by the owner thereof.

The property which is covered by this contract is as follows:— All that certain lot of land on the South side of West Washington Street in the City of Greenville, County and State aforesaid beginning at a point on West Washington Street, joint comers lot belonging to Long & Dowtin which point is 156 feet and 4 inches from the S.E. corner of Academy Street and Washington Street and running thence with line of lot of Long & Dowtin S. 34-30 W. 143 feet S-2 in. more or less to iron pin; thence S. 55-30 E. 75 feet to iron pin, corner lot C.S. James; thence with lot of S.C.-James and lot previously owned by John L. Williams approximately N. 34-30 E. 143 feet, more or less, to point on West Washington Street; thence with West Washington Street on the Southern side thereof in a westerly direction 75 feet to the beginning, this being Lot No. 2 and conveyed to Greenville County in Book S5, at page S5.

It is understood that taxes for the year 1922 upon said property is to be pro-rated as from Oct.

1st, 1922, at which time the purchaser is to give possession of the property.

In mutual agreement the parties hereto set their hands and seals the day and year above written, agreeing hereby to be bound by all the terms and conditions hereof - and to the faithful performant of all such terms and conditions the parties hereto bind themselves and their heirs and assigns forever.

Witness:

Fannie C. Norwood, Trustee.

James F. Davemport,

Geo. W. Long, Purchaser.

J.W. Lanford,

Personally appears before me James F. Davemort who on oath says that he saw the above named Fannie C. Norwood as Trustee and Geo. W. Long sign, seal and deliver the foregoing written contract in duplicate, and that he with J.W. Lenford witnessed the execution and deliver thereof. Sworn to before me this 5th,

J.W. Lanford F.S.

James F. Davemport

Recorded October 9th, 1922.

END of Dec