

State of South Carolina,

County of Greenville.

This Agreement made and entered into this the 26th, day of January 1920, by and between Mary L. Pack of the one part, and James Tygart, of the other part, Witnesseth:

That for and in consideration of the terms and conditions hereinafter stated and the money paid and to be paid as is hereinafter stated, the said Pack has bargained and sold and will convey to the said Tygart, as is hereinafter stated, all that tract of land situate on Epps Street, in the County and State aforesaid, containing one acre, more or less, and bounded by lands now or formerly owned by Sarah Brockman, George Nichols, Minnie Walker and Mrs. A.T. Munn, said land being situate just outside the City of Greenville, and having thereon four negro dwelling houses, being the same land conveyed to said Pack by L.A. Greene, deed recorded in Vol. 36, page 68.

The purchase price for said land is Three thousand Dollars, of which Fifty Dollars is this day paid in cash and a note and mortgage on other lands given by the said Tygart to the said Pack is in day for \$300.00, which is to draw interest from date until paid at the rate of eight per cent per annum, payable annually, and if not so paid to draw interest at the same rate as the principal until paid, and provides for ten per cent attorneys fees, with leave to anticipate payment.

This will leave a balance of \$2650.00, which is to draw interest from date until paid at the rate of eight per cent per annum, payable annually, and if not so paid to draw interest at the same rate as the principal until paid, said principal payable as follows: One hundred dollars three months from date, and One hundred dollars at the end of every consecutive three months thereafter until fully paid. That if any interest or payment is not paid when due, the whole debt thereupon becomes due and payable at the option of the said Pack, or she may re-enter and take possession and remove all persons therefrom, and it is hereby agreed that the aforesaid mortgage and all monies up to that time paid shall be and belong to said Pack as rent for the use and occupancy of said premises and as liquidated damages for breach of this contract. That time is of the essence of this Contract. Upon the said Tygart paying the purchase price in full and all interest that may be due, the said Pack will convey to him the land above described in fee simple and free from encumbrances. The said Tygart will pay all taxes on said property after the year 1919, and will keep the building on said property fully insured at his own expense and assign the policies to the said Pack.

In witness whereof the parties hereto do in duplicate set their hands and seals the day and year first above written.

Signed, sealed and delivered

in the presence of:

H.B. Tindal,

B.A. Morgan.

Mary L. Pack,
Per W.S. Pack (Seal)
Atty. in Fact.

James Tygart (Seal)

Personally comes before me H.B. Tindal who on oath says he saw the within named Mary L. Pack and James Tygart sign, seal and as their act and deed deliver the foregoing contract and that he with B.A. Morgan witnessed the execution of the same.

Sworn to and subscribed before me
this 26th, day of January 1920.
B.A. Morgan (Seal)
Notary Public for S.C.

H.B. Tindal.

Recorded October 18th, 1922.

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