

State of South Carolina,
County of Greenville.

This Indenture, made and entered into on this the sixteenth day of August, A.D. 1923, by and between Frank Ware (hereinafter, for convenience, sometimes referred to as the "Owner"), Party of the first part, and Joseph P. Cosgrove (hereinafter, for convenience, sometimes referred to as the "Purchaser") Party of the second part,

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

That said owner hereby agreed to sell to said purchaser, for the price and on the terms hereinafter stipulated, all that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, and County of Greenville, in Butler Township, about three and a half miles east of Greenville Court House, near the road to Polham and Batesville, and near Lowndes Hill, containing Seventeen (17) acres, more or less, known and designated as lot No. Five (5) of the estate of Dilsie C. Ware, deceased, having such metes and bounds as are shown in a deed therefor executed and delivered by Mortense Walker and others to said owner, dated March 11, 1921, and recorded in the Office of the Register of Deeds Conveyances for said County and State in Deed Book 79, at page 264. This is a part of the fifty-two acre tract conveyed to the said Dilsie C. Ware by Mr. H.C.-Markley by deed dated October 23, 1902 and recorded in said office in Deed Book "JJJ", at page 10. The said Dilsie C. Ware died intestate, leaving her husband, the said Frank Ware, and her children (the grantors in said deed), as her sole heirs at law and distributees. This sale is subject to the condition mentioned in said deed, to-wit, that an old road running across said tract of land shall be left open. On the Seventeen acres which said Frank Ware is agreeing to sell to said J.P. Cosgrove, is situate the pond or swimming pool known for many years as "Wood's Fish Pond". And the said purchaser hereby agrees to buy said land and to pay to said owner therefor the sum of Six thousand dollars (\$6000.00) as follows: seven hundred dollars (\$700.00) at the time of the execution and delivery hereof (the receipt whereof is hereby acknowledged by said owner); six hundred dollars (\$600.00) within thirty days after the execution and delivery of these presents; and at least five hundred dollars (\$500.00) per annum on or before the first day of October in each year, beginning with the year 1925, until the said purchase price shall have been paid in full; with interest from this date at the rate of seven per cent. per annum, to be computed and paid semi-annually until paid in full; all interest not paid when due to bear interest at the same rate; with the privilege to said purchaser, at his option, to pay the entire purchase money, or any part thereof at any time; And said owner agrees, upon demand, at any time when the purchaser shall have paid all the interest to that date on the credit portion of the purchase price, and shall have paid not less than three thousand dollars on account of the principal of said purchase price, to execute and deliver to said purchaser a good and sufficient deed conveying said land in fee simple, with a covenant of general warranty, free of all liens and encumbrances whatsoever; upon condition that said purchaser will execute and deliver to him simultaneously therewith a first mortgage upon said premises to secure the unpaid balance of the purchase price, with interest payable on the terms above set forth; And the said purchaser hereby agrees that until said place is paid for in full, he will cut no living timber thereon, except such as he may use for the purpose of constructing buildings on said land, unless with the written consent of said owner;

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And the said owner does hereby represent that he has paid all taxes on said property up to and including the year 1922, and it is hereby agreed that he shall pay the taxes for the year 1923, and that said purchaser shall pay all taxes thereafter;

And it is further agreed that if the title to said land shall not prove to be good and marketable, and free of all liens and encumbrances, said owner will refund to said purchaser all money paid by said purchaser to said owner, with interest; and in order to secure such repayment, said owner does hereby grant, bargain, sell and release said tract of land to said purchaser and his heirs and assigns by way of mortgage, but solely as such security; and upon such repayment, the lien hereby granted shall be extinguished;

And it is further agreed that if said title shall prove good and marketable, and free of all liens and encumbrances, and if said purchaser shall fail to comply with the terms hereof, he will pay to said owner the sum of Eight hundred (\$800.00) Dollars as the annual rental of said property for each year, or fraction thereof, after this date; or said owner may deduct such rent from any sums theretofore paid him, and shall repay to the said purchaser any balance in his hands; and this contract shall thereupon terminate; said owner shall resume the possession of said land, and all rights of said purchaser under this contract shall be ended;

And it is further agreed that this contract shall extend to and bind the heirs, executors, administrators and assigns of the parties hereto.

In witness whereof the parties hereto have interchangeably set their hands and seals to duplicate copies of this agreement (either of which shall be deemed an original for all purposes) on the day and year first above written.

Signed, sealed and delivered

in the presence of:

Mary R. Nesbitt,

L.O. Patterson.

Frank Ware (L.S.)

Jos. P. Cosgrove(L.S.)

State of South Carolina,
County of Greenville.

Personally appeared before me Mary R. Nesbitt and made oath that she saw the within named Frank-Ware, Party of the first part, and Joseph P. Cosgrove, party of the second part sign, seal and as their act and deed deliver the within written agreement, and that she with L.O. Patterson witnessed the execution thereof.

Sworn to before me this 16th,

day of August, A.D. 1923.

L.O. Patterson (L.S.)

Notary Public for South Carolina.

Recorded August 22nd, 1923.

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