

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS CONTRACT MADE this 12th day of May 1923, between Harry Lee Chapman, hereinafter known as the SELLER, and W. M. Burdine hereinafter known as the BUYER.

WITNESSETH:

1. That in consideration of the terms, conditions and the money paid and to be paid, as hereinafter stated, the said Seller doth hereby agree to sell and by general warranty deed convey unto said Buyer, for the price and under the conditions hereinafter set forth, the following property, to-wit:

Lot No. 12 of the C. J. Douglas Estate property, situate in the County and State aforesaid, as shown by a map thereof, recorded in the office of R. M. C. for said County and State, in Plat Book....., at page.....

2. The said Buyer agrees to pay the sum of Two hundred Dollars for the said property, as follows: Fifty (\$50.00) Dollars thereof cash on delivery of this contract, receipt of which is hereby acknowledged, and the balance thereof in monthly payments of Five (\$5.00) Dollars each, the first of such payments to be made June 1, 1923, and on the first day of each consecutive month thereafter, and payable to the account of the said Buyer, with interest from date at the rate of seven per cent. per annum, at The Bank of Commerce, Greenville, South Carolina, until the whole amount thereof shall have been paid, and upon payment thereof a conveyance of the said property is to be made to the Buyer.

3. It is covenanted and agreed that if the said Buyer shall make default in the payment of any of the said monthly installments of said purchase price, then this contract may, at the option of the Seller, become void and both parties hereto, if by her declared void, shall be released therefrom, and all payments which shall have been made hereunder shall be retained by the said Seller as consideration for the release of the said Buyer herefrom and as liquidated damages, and she may sell and convey the same to any other person free from claim of Buyer— heirs, executors or administrators or assigns. It is provided, however, that when said Buyer shall have paid two of the consecutive said monthly installments, any default in subsequent payments may continue for thirty days before this contract shall become void; and when said Buyer shall have paid six consecutive monthly installments such default may continue for the period of sixty days before this contract shall become void. The failure of said Seller to exercise the option, aforesaid, at any time of any default, shall not operate to bar or abridge her right to exercise such option upon any subsequent default of the Buyer. It is agreed that a letter mailed to the Buyer at P. O. # 1 Greenville, S. C., shall be sufficient notice of the exercise of such option by the Seller.

4. It is further agreed that said Buyer shall have the right to pay the balance of said the installment at any time before maturity, and a discount of Five per centum of such balance shall be allowed thereon.

5. The Seller agrees to pay all taxes and special assessments upon said property during the life of this contract.

6. The said Seller further agrees that if the said Buyer shall die during the life of this contract, and shall not be in default of any of said payments at the time of his death, then the balance due hereunder shall be released, and said property shall be forthwith conveyed to Mrs. J. I. Burdine

without any further payment. Said Buyer shall have the right to change said beneficiary.

7. It is further covenanted and agreed that said property shall not for a period of twenty years from May 12th, 1923, be conveyed to or occupied by a person of African descent.

8. That time is of the essence of this contract.

IN WITNESS WHEREOF, we do hereunto set our hands and seals, in duplicate, this the..... day of May, 1923.

Signed, sealed and delivered in the presence of:

H. L. Todd W. M. Burdine
C. S. Allen Harry Lee Chapman (Seal)
By Seller. Henderson & Hunt
W. M. Burdine (Seal)

STATE OF SOUTH CAROLINA,
County of Greenville.

PERSONALLY comes before me H. L. Todd who on oath says that he saw the within named W. M. Burdine sign, seal and as their act and deed, deliver the within written Agreement; and that he with C. S. Allen witnessed the execution thereof.

Sworn to before me this 16 day of May 1923
Hamlin B. Bristow (Seal)
Notary Public for S. C.

Recorded May 21st 1923

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