

State of South Carolina, }  
County of Greenville. } Contract.

This Agreement made and entered into this 28th, day of December 1923, by and between George W.-Brown, party of the first part, and Gertrude Newman and Albert F. Newman, parties of the second part, Witnesseth:

That the party of the first part agrees to sell unto the parties of the second part, their heirs and assigns, all that certain lot of land fronting one hundred (100) feet on North Woodside Circle and running back to a depth of one hundred and fifty (150) feet, this lot being the same land as shown on plat of Woodside Circle Property, recorded in Plat Book "E" at page 219 as Lots Nos. 59, 60, 61 and 62, and being the same lot conveyed to George W. Brown by J.B. Bolt, said deed recorded in Volume 88 at page 563 in the R.M.C. Office for Greenville County, subject to the terms, limitations and conditions hereinafter mentioned.

That the fixed price for said property is Four Thousand (\$4,000.00) Dollars, payable Two hundred and fifty (\$250.00) Dollars in cash this date, the receipt of which is hereby acknowledged, the balance, Three thousand, seven hundred and fifty (\$3,750.00) Dollars to bear interest at the rate of eight per cent per annum, payable annually, all interest unpaid when due to bear interest at the same rate as principal.

The parties of the second part agree to pay unto the party of the first part the sum of Thirty-five (\$35.00) Dollars on the first day of February, 1924, and a like amount on the first day of each successive calendar month thereafter until the whole amount of principal and interest is paid in full; that in addition to said monthly payments of Thirty-five (\$35.00) Dollars each month, said parties of the second part agree to pay all taxes promptly when due and payable, and to keep the property insured in fire insurance company or companies satisfactory to the party of the first part, in amount not less than Three Thousand, Seven hundred and fifty (\$3,750.00) Dollars.

If the parties of the second part shall well and truly pay said sum of money with interest as aforesaid from this date, then the party of the first part agrees to make unto them, their heirs and assigns, a fee simple deed to said premises, free from all liens, but the parties of the second part must also have paid all taxes and kept their obligations under this contract.

Upon the parties of the second part being in default in any of said monthly payments for a period of more than sixty (60) days after any payment becomes due, then this contract is not to be treated as a contract of sale, but shall be treated by the parties as a lease, and all sums received by the party of the first part, which will amount to the cash payment of Two Hundred and fifty (\$250.00) Dollars and thirty-five (\$35.00) Dollars each month, taxes and interest, shall be taken and retained by the party of the first part as rent for said premises, and the party of the first part shall have the right to eject said parties of the second part as tenants holding over after their expiration of their lease and for non-payment of rent. That time and the conditions herein specified are the essence of this agreement, and no subsequent indulgence by the party of the first part in payments shall operate to change the written terms of this Agreement, if the parties of the second part shall thereafter fail to carry out the terms of this agreement.

This agreement to bind our heirs, executors, administrators and assigns.

(Over)

See Cancellation See Deed Book 283 Page 49.