

No. 12

Bond for Title.

\$900.00

This agreement, entered into this 1st, day of September in the year 1924 between Traxler-McManus Company, hereinafter referred to as Seller, and G.T. Smith & Belk-Simpson Co., Greenville, S.C., hereinafter referred to as Purchaser.

Witnesseth: That in consideration of the agreements and the payment of the sums of money hereinafter referred to, the seller agrees to sell and purchaser agrees to buy that certain lot of land situate near the City of Greenville, known as Lot No. 33 & 34 in Sans Souci Park recorded Plat Book "C" page 158 - May 10, 1914 as represented on a map of said property on file in the office of Register Meane Conveyance for Greenville County, at the price of Nine Hundred Dollars of which no dollars has been paid in cash and the remainder is payable as follows: \$25.00 on 20th, for eleven months - balance \$20.00 month until purchase price paid in full.

Dollars on the first day of each and every month hereafter. Time is the essence of this contract. Interest at the rate of 7 per cent. per annum, payable semi-annually. No taxes are to be charged against the Purchaser until deed is given for said lot.

On payment of the said sum of money, the seller agrees that there shall be made to the Purchaser a good warranty deed for the said lot of land. If the Purchaser shall be in default in making any of said payments for a period of thirty days, this agreement shall be null and void at the option of the Seller and the money paid hereunto shall be regarded as liquidated damages.

The purchaser hereby agrees upon the request of the seller to accept a deed as provided herein and execute notes and mortgages of the premises to the Seller to secure the deferred payments as set out herein, notes to bear 7 per cent. interest and payable on the same basis as original contract.

All papers to be recorded at the expense of the party of the second part. The purchaser is to have the option of paying the balance due on said lot at any time, provided no monthly payments are past due, and shall be allowed a cash discount of 5 per cent. on said balance.

The deed to said lot shall contain the following restrictions, which shall apply for a period of twenty years from the date of this contract.

1. That the property is not to be sold, rented or otherwise disposed of to persons of African descent.
2. That no liquor or ardent spirits are to be sold on the property.
3. That no building shall be erected nearer the roadway than fifteen feet.
4. That no use shall be made of the lot, or any part thereof, which would constitute a nuisance or injure the value of the neighboring lots.
5. That the Seller reserves the right to pay - and place or authorize the laying and placing of electric car tracks, gas and water pipes, electricity, telegraph or telephone poles, or any other work of utility in or along any of the roadways, without any compensation to any lot owner.

This agreement constitutes the sole and final contract between the parties and no promises or agreements not contained herein shall be of force.

Witness:

L.M. Mahon,
S.B. Smithson.

Traxler-McManus Company
By Adrien C. McManus.

Grady T. Smith - Purchaser.

Personally appeared before me L.M. Mahon who on oath states that he with S.B. Smithson witnessed the signing of the Bond for Title by Grady T. Smith as purchaser and that he L.M. Mahon witnessed the signing of Adrien C. McManus for Traxler-McManus Co. Sworn before me this the 18th, day of September 1924.

J.T. Solomons, Jr.
Notary Public for



L.M. Mahon

Recorded September 18th, 1924.

END OF Doc

State of South Carolina,
County of Greenville.

Know all men by these presents: That I, W.H. Balentine in and for the consideration of One Hundred and twenty-five (\$125.00) Dollars to me in hand paid by W.D. Parrish and T.C. Gower, the receipt of which is hereby acknowledged, do hereby release the said W.D. Parrish and T.C. Gower, their heirs, executors, administrators or assigns, from any and all liability for damages on account of shortage in the lot heretofore conveyed by the said W.D. Parrish and T.C. Gower to me, (See deed recorded Vol. 74, P., 284, R.M.C. Office Greenville Co., S.C.) situate in the City of Greenville, State of South Carolina, on Rhett Street, and on account of the concrete walls situate on said lot or on account of any question whatsoever in connection with said lot, and do hereby accept the above amount in full and complete settlement of any claim that I now have or may hereafter have against the said W.D. Parrish and T.C. Gower, their heirs, administrators, executors or assigns, by reason of the purchase of said lot.

In witness whereof I have hereunto set my hand and seal, this the 20th, day of September 1924.

In the presence of:

C.H. Mayhew, Jr.,

W.H. Balentine (Seal)

C.C. Bruce.

State of South Carolina,
County of Greenville.

Personally appeared before me C.H. Mayhew, Jr. who being duly sworn says that he saw W.H. Balentine sign, seal and deliver the above written release, and that he with C.C. Bruce witnessed the execution thereof.

Sworn to before me this the 20th,
day of Sept. 1924.

C.H. Mayhew, Jr.

D.B. Leatherwood (L.S.)

Notary Public, S.C.

Recorded September 22nd, 1924.

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