

WALKER, EVANS & COSEWELL CO., CHARLESTON, S. C. 29202

State of South Carolina, )  
County of Greenville. ) SS

Know all men by these Presents:

That I, S.J. Ellette, formerly of Greenville, South Carolina, but now of Huntington, Cabell County, West Virginia, have agreed to sell to Elizabeth Neal and Kate N. Wilson, a certain lot or tract of land in the County of Greenville, State of South Carolina, near the City of Greenville, in the subdivision known as "Kanetenah" and situated on the South side of Oregon Street, being known and designated as Lot No. 6, of Block "B" on plat of the said property recorded in the Register of Mesne Conveyances office for Greenville County, in Plat Book "F", at pages, 66 and 67, which reference is hereto made, and which the said S.J. Ellette does hereby agree to sell for the sum of Five thousand seven hundred fifty (\$5,750.00) Dollars; and the purchaser does hereby agree to purchase the aforesaid described property for the aforesaid sum on the following terms and conditions, namely, to-wit: The said seller, S.J. Ellette, does agree to execute and deliver a good and sufficient warranty deed therefor on the following conditions, namely, to-wit: That the purchasers pay one hundred and twenty-five (\$125.00) Dollars on November 8th, 1925, and one hundred and twenty-five (\$125.00) Dollars on the 8th, day of each succeeding month, until the sum of One thousand five hundred (\$1,500.00) Dollars has been paid, which said payments include both principal and interest; and when the sum of One thousand five hundred (\$1,500.00) Dollars has been paid under the conditions and terms above set out, the said S.J. Ellette agrees to execute and deliver a good and sufficient warranty deed unto the purchasers, and to take a mortgage to secure the remaining unpaid purchase money, with the privilege of the purchasers of anticipating payment wholly or in part at anytime during the life of this contract, until the full purchase price is paid, with interest on same from date at eight per cent (8%) per annum until paid to be computed and paid annually, and if any unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition ten per cent (10%) of amount so collected for attorney's fees, as is shown by the promissory note of even date herewith. The purchasers agrees to pay all taxes while this contract is in force.

It is agreed that time is the essence of this contract, and if the said payments are not made when due to the said S.J. Ellette, as herein above set out, the said S.J. Ellette shall be discharged in Law and equity from all liability to make said deed, and may treat the said Elizabeth Neal and Kate N. Wilson as tenants holding over after termination, and in that event this contract shall be construed as a lease and contrary to the terms of this lease, and shall be entitled to claim and recover, or retain the sum of One thousand five hundred (\$1,500.00) Dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, I have hereunto set my hand and seal this the 8th, day of October A.D. 1925.

In the presence of:  
Estella Sizenore  
John L. Stewart.

S.J. Ellette (Seal)

State of West Virginia )  
County of Cabell ) SS

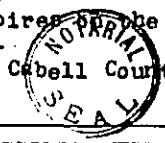
Personally appeared Estella Sizenore who says on oath that she saw S.J. Ellette sign, seal and deliver the foregoing instrument for the uses and purposes mentioned, and that she with John L. Stewart witnessed the same.

Sworn to before me, this the 18,  
day of Nov. 1925.

My Commission expires on the 7th, day of July, 1935.

John J. Hancock -  
Notary Public of Cabell County,  
West Virginia.

Estella Sizenore



Recorded December 9th, 1925 at 4:25 P.M.

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