

State of South Carolina,
County of Greenville.

This Agreement, made in duplicate, this the 15 day of December 1931, between T. C. Stone, of Greenville County, South Carolina, hereafter referred to as the Seller, and Smith-Petersen and Wife Katherine, Greenville, S. C., hereinafter referred to as the Purchaser

Witnesseth: That if the Purchaser shall first make payments complying with the terms and conditions herein required of the Purchaser, the Seller, does hereby agree to convey to the Purchaser in fee simple clear of all encumbrances except as herein stated by General Warranty Deed that tract of land situated, lying and being in Greenville County S. C., and known and described as follows, to-wit:

Lot 26-27 of Block L.
of

Stone Estates
Unit # 2.

As addition to Greenville, S. C., according to the plat as Recorded in the office of the R. M. C. of Greenville, S.C.

The Price to be paid by the Purchaser is \$200.00, payable as follows: \$60.00 cash in hand paid on the signing of this contract, receipt of which is hereby acknowledged, and \$50.00, annually, after the date of this contract until fully paid, payable at the South Carolina National Bank of Greenville, S. C., the deferred balance bearing interest at the rate of 7% per annum, payable annually from date until paid. Should the purchaser pay the entire balance due on this contract at any time before interest date, the interest will be waived from the last interest date.

Purchaser assumes the payment of all taxes payable during the year 1932 and subsequent years.

The following are the additional terms and conditions of this contract:

First:--It is agreed that time is of the essence of this agreement and of all of its conditions, and in the event any payment herein required of the purchaser shall become due and shall remain unpaid for more than ninety days the Seller may at his option declare all of the unpaid balance of the purchase price due and collectable at once on demand and proceed to collect the entire amount of the unpaid indebtedness with all accrued interest upon same.

Second:--The conveyance required of the Seller shall contain a General Warranty of Title; and in addition thereto the following covenants, restrictions and limitations:

And the Purchaser, for his heirs, executors, administrators, successors and assigns does hereby covenant and agree to and with the Seller, his heirs and assigns, as follows:

(1) That the purchaser, his heirs and assigns, will not sell or convey any portion of the premises or any interest in same by deed, lease, gift or otherwise to any person except of Caucasian descent.

(2) That no building shall be erected on the property herein conveyed nearer the front property line than twenty-five feet nor any building to be occupied as a residence be constructed at a cost of, less than two thousand five hundred (\$2,500.00) dollars, south of Reid street, or \$3,000.00 north of said street.

This contract shall be assignable by the Buyer, but such an assignment shall in no wise relieve the Buyer from making the payments herein provided.

It is further agreed that this contract shall in no manner be changed by either party unless consented to in writing by both parties.

It is further agreed that the foregoing contains all the terms and conditions of this agreement and that no verbal or written agreement of any person or persons whomsoever not herein incorporated shall be binding upon either the purchaser or the Seller or the Seller's agent, the J. G. Head Incorporated, its agents or representatives and that no warranties or representations of any kind have been made other than is herein incorporated.

In Testimony Whereof, witness the hands of the parties hereto, this date first above written in the presence of subscribing witnesses.

Witness: Harman Head

As to seller.

Wm. D. Dutton.

As to Buyer.

T. C. Stone,
T. C. Stone, Seller.

Katherine Smith Petersen

F. Smith Petersen.

Buyer.

(OVER)