

declares, with interest at the rate of six per cent per annum, payable annually and he shall also have the right to pay such sum or sums of money at any time on the principal sum due party of first part.

If in no event shall this contract run for a period of time exceeding ten years. In other words, party of second part shall have ten years in which to pay for said property, but should he fail to do so, all interest payments and payments on the principal shall be forfeited to party of first part and such sum or sums of money thus paid shall be deemed rentals for said property and be liquidated damages. And it is further agreed that time is of the essence of this contract. That should party of second part fail to make his annual interest payments promptly, each year, then party of second part agrees to vacate said premises or to turn same over to party of first part and the latter has a right to enter upon said premises and take possession thereof without resorting to litigation. That likewise, should party of second part fail to pay the full purchase price with interest thereon, within said ten year period, party of first part shall have the same right to enter upon and take possession of said premises without resorting to litigation.

111. The party of second part agrees and contracts to pay each year during the life of this contract, all taxes due and payable, and also to pay all insurance premiums on any building or buildings upon the place which may be included, and also to keep said buildings in good repair and to make such repairs and improvements upon said property as are necessary and proper, at his own expense. That should party of second part fail to keep

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said land in good condition as well as the buildings thereon, and shall have only paid interest on said purchase price, then and in that event party of first part shall have a right to reenter said premises and take possession of same, and this contract shall thereupon become null and void and at an end, or should party of second part have only paid said interest along with less than one third of the principal and such condition as above set forth should obtain, then party of first part shall have the same right to reenter and take possession of said land and declare the contract null and void and at an end. In either event party of first part shall have a right to reenter and take possession at any time during said ten year period. But in any event should party of second part fail to pay the full purchase price with interest, party of first part shall, at the expiration of ten years from date hereof, have the right to declare this contract null and void and at an end and shall be entitled to possession of said land without resorting to the courts.

Witness our hands and seals, this 19th day October 1928.
H.P. Burbage
J.D. Fiatt
S. H. Reamee (L.S.)
Party of First Part
J. H. Foster (L.S.)
Party of Second Part.
State of South Carolina,
County of Murrells.

Personally comes before me, J.D. Fiatt, who being duly sworn, says that he saw the within named S. H. Reamee and J. H. Foster sign, seal, and deliver the within written instrument, and that he, with H.P. Burbage, witnessed the execution thereof. Sworn to before me this 19th day October, 1928.
H.P. Burbage (L.S.) J.D. Fiatt
Notary Public, S.C.
Recorded Oct. 20th 1928 at 1:45 o'clock P.M.

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