

State of South Carolina
County of Greenville

This Indenture, made between W. S. Gassaway, owner Party of the first part, and Mrs. Nellie Ward and Mrs. Arrie Tally, Party of the second part, witnesseth:

That the party of the first part for and in consideration of the sum of _____ dollars to him in hand paid this day (the receipt of which is hereby acknowledged) and the further consideration of Five thousand (\$5000.00) dollars to be paid by the party of the second part in Fifty dollar monthly installments, beginning on the 1st day of June 1928, for a period of months sufficient to pay the principal debt of \$5000 together with 8% interest from May 3, 1928, payable weekly interest on unpaid interest at the same rate and two per cent attorney's fee if collected by suit, through Court or by an Attorney, does hereby sell unto the party of the second part the following described lot of land: Situate on North Side of Ashley Ave just outside the City of Greenville, County and State aforesaid, beginning at pipe corner of said Ashley Ave; joint corner of lots 1 and 2 running thence along said Avenue S. 65 + 30 E. 63 feet to point; thence N. 24.38 E. 143.7 feet to corner; thence N. 79.25 W. 64.9 feet to corner; thence S. 24.38 W. 128.2 feet to the beginning corner, designated as lot No. 2 on plat of W. S. Gassaway's property by R. E. Dalton, which is recorded. 11/73

By the terms of this Agreement the said buyer makes his two notes, one of \$4,000 and one of \$1,000 to the American Building & Loan Assn., and the seller endorses said notes with him and assigns as collateral security two notes and mortgages of Chesham on the said lot of land, payments to be applied on said mortgages; and when the principal and interest of the debt of the said Ward shall be paid down to a net sum of \$3500, then the said Gassaway is to make a deed to the said Ward and be released from his endorsement thereon, the said Ward to continue the payments from that time to the American Building & Loan Association until fully paid.

In the event of the non-payment of any of the above mentioned monthly sums for a period of thirty days, and the repayment of one dollar to the party of the second part liquidated damages, then this Contract shall become null and void, and the party of the first part shall have the right to re-possess himself of the said lots immediately.

Privilege is hereby given to the party of the second part to anticipate any or all of the monthly payments, and whenever the whole amount herein stipulated on this lease shall be paid then the party of the first part agrees, and does hereby bind himself, his heirs, Administrators, Executors and assigns to make a good and warrantly deed to the property above described in fee simple to the party of the second part. The party of the second part hereby accepts the lease of the above described property upon the terms herein set forth.

In witness whereof the parties hereto have set their hands and seals this, the 3rd day of May 1928.

Witness
Ben Martin, Jr.
Ella Mae Tally
W. S. Gassaway (Party of the first Part)
Mrs. Arrie Tally (Party of the second part)
Mrs. Nellie Ward (Party of Second Part)

(Over)