

State of South Carolina,
County of Greenville.

This contract made this 3rd day of May 1928, between L. A. Mills, hereinafter known as the Seller, and Alex Paden and Lola Paden hereinafter known as the Buyer .

WITNESSETH:

1--That in consideration of the terms, conditions and the money paid and to be paid, as hereinafter stated, the said Seller doth hereby agree to sell and by general warranty deed convey unto said Buyer, for the price and under the conditions herein after set forth, the following property, to wit:

Lot No. 1 of the L. A. Mills property, situate in City of Greenville, State aforesaid, as shown by a map thereof, recorded in the office of R. M. C. for said County and State in Plat Book H, at page 117, reference to which is here made as a part of this description.

2--The said Buyer agrees to pay the sum of Five Hundred and Fifty (\$550.00) Dollars for the said property, as follows: Ninety Dollars thereof cash on delivery of this contract, receipt of which is hereby acknowledged, and the balance thereof in monthly payments of ten dollars each, on the first day of the month, beginning with the month of June 1928, with interest from date at the rate of seven per cent. per annum until the whole amount thereof shall have been paid, and upon payment thereof a conveyance of said property is to be made to the Buyer.

3--It is covenanted and agreed that if the said Buyer shall make default in the payments of any of the said monthly installments of said purchase price, then this contract may at the option of the Seller become void and both parties hereto, if by him declared void shall be released herefrom, and all payments which shall have been made hereunder shall be retained by the said Seller as consideration for the release of the said Buyer herefrom and as liquidated damages and he may sell and convey the same to any other person free from claim of Buyer their heirs, executors or administrators or assigns. The failure of said Seller to exercise the option, aforesaid, at any time of any default, shall not operate to bar or abridge his right to exercise such option upon any subsequent default of the Buyer. It is agreed that a letter mailed to the Buyer at Markley Street, Greenville, S.C., shall be sufficient notice of the exercise of such option by the Seller.

4. It is further agreed that said Buyer shall have the right to pay the balance of the said installment at any time before maturity.

5. The Buyer agrees to pay all taxes and special assessments upon said property during the life of this contract.

6. That time is of the essence of this contract.

In witness whereof we do hereunto set our hands and seals, in duplicate, this the 3rd day of May, 1928.

Signed, sealed and delivered in the presence of:

T. W. Mathis.
M. H. Smith.

L. A. Mills, (SEAL)
Seller.

Alex Paden (SEAL)
Buyer.

Lola Paden.
Her-X-mark

State of South Carolina,
County of Greenville.

Personally comes before me M. H. Smith, who on oath says that he saw the within named Alex Paden and Lola Paden sign, seal and as their act and deed deliver the within written Agreement, and that he with T. W. Mathis witnessed the execution thereof. Sworn to before me this the 3 day of May 1928.

M. H. Smith.

J. R. Ellison, (SEAL)
Notary Public for S.C.

State of South Carolina.
County of Greenville.

Personally comes before me L. A. Mills who on oath says that on the 16th day of September 1930, the following letter was by deponent, with postage prepaid, deposited in the Post Office at Greenville, S. C. to-wit:

To. Aleck & Lola Paden,
Markly Street
Greenville, S. C.

Greenville, S.C. Sept. 16, 1930

Take notice that L. A. Mills does hereby exercise the option contained in contract with you dated 3rd day of May 1928, concerning Lot No. 1 of the L. A. Mills, Property, Plat recorded in Vol. K. page 117, in R. M. C. Office for said County and State, and does hereby declare this contract at an end.

Witness L. A. Mills. Seller.

Catherine Pitts.
Sworn to and subscribed before me this 16th day of Sept. 1930.

A. G. G... (SEAL)
Notary Public for S. C.