

State of South Carolina }  
 County of Greenville }  
 This Indenture made this 5th day of Sept. 1933, by and between Eva Wehn, hereinafter referred to as the Seller, and Miriam G. Goldsmith, hereinafter referred to as the Purchaser, Witnesses;

The Seller agrees to sell and convey unto the Purchaser in consideration of the performance of the conditions hereinafter set forth:

All that certain lot of land situate on the East side of Whitner Street, in the City and County of Greenville, South Carolina, and beginning at a point on said street 362 feet 9 inches from the property line on Runcombe Street, which point is also the corner of the lot of land conveyed by Ella D. Barr to N. N. Jones, and thence thence along the line of said Jones lot, 178 feet, more or less, to the line of the Wells lot, thence in a southerly direction along the line of the Wells lot, 49 feet and 9 inches; thence in a westerly direction 177.6 feet, more or less, to Whitner Street; thence in a northerly direction along Whitner Street 48.9 feet to the beginning corner, being the lot of land conveyed to Eva Wehn by E. E. Remme more by deed dated May 19th, 1923, and recorded in the G.M.B. Office for Greenville County in Deed Book 88, at Page 204.

The Purchaser does hereby agree to purchase the said lot and as consideration therefor, does assume and agree to pay, according to the terms thereof, that certain mortgage covering the above described premises, executed by Ella D. Barr, on September 4th, 1918, to The Peoples National Bank of Greenville, S.C. as Executor of the Estate of D. D. Davenport, deceased, upon which there is due forty-five hundred dollars (\$4500.00), and accrued interest.

The Purchaser further agrees that she will refinance said property by procuring a new loan thereon, and will, on or before November 15th, 1933, pay off and cause to be cancelled of record, the said mortgage now owned by The Peoples National Bank, as Executor aforesaid.

The Seller agrees to execute and deliver to the Purchaser a deed to the above described property, but it is understood and agreed that as a condition precedent to the execution and delivery of said deed, the Purchaser shall pay off, and cause to be cancelled of record, the said mortgage belonging to The Peoples National Bank, as Executor aforesaid, on or before November 15th, 1933, and should the Purchaser fail to pay off or cause to be cancelled the said mortgage, then this agreement shall be terminated and cancelled, and the Seller shall be entitled to take immediate possession of said premises.

The Purchaser agrees to pay all taxes and assessments which may be assessed against said property.

The above agreement is a confirmation of an oral understanding between the Seller and the Purchaser, existing since May 5th, 1933, and considered legal and binding by both.

We Witness whereof the said Eva Wehn and Miriam G. Goldsmith, have hereunto set their hands and seals the day and year above written.

In the presence of:

L. L. Poling } as to Eva Wehn.

J. B. Laird }

Eva Wehn (L.S.)

Miriam G. Goldsmith (L.S.)

J. H. Merck } as to Miriam G. Goldsmith.  
 Gordon J. Garrison }

(Over.)