

My name received I do hereby assign, transfer and set over the within contract and agreement to Geo. F. Lyons this 18th day of April, 1935. In the presence of: F. C. Lupo, C. J. Lupo, Paul R. Long, Notary Public for S. C. Registered July 25th 1935 at 11:55 A.M. # 7244

State of South Carolina,
County of Greenville.

Contract of Sale and Agreement.

This Agreement, made and entered into this 21 day of April, 1934, by and between Mary C. Groverman, hereinafter referred to as the Seller, and George F. Lyons, hereinafter referred to as the Purchaser, Witnesseth:

That the Seller hereby agrees to sell, and the Purchaser hereby agrees to buy the real estate hereinafter described at a price of \$1335.00 net to the Seller, which price is to be paid as follows:

(a) 10% of the purchase price to-wit: \$133.50 to be paid in cash upon the execution of this agreement.

(b) The balance of \$1197.00 is to be paid at the rate of \$30.00 per month, payable on or before the 5th day of each and every month beginning with the month of May 1934, until said balance is paid in full. All deferred payments shall bear interest at the rate of 7% per annum, payable semi-annually.

It is agreed that the Purchaser is to have immediate possession of the property, and that the Purchaser shall keep the premises insured for its maximum insurable value, with New York Standard mortgage clause protecting the Seller herein for the balance due of his purchase price. It is further agreed that the Purchaser shall pay all taxes against the property after the date of sale, including City County, School and State taxes, and shall continue to keep them paid up as they become due during the duration of this contract. If the Purchaser shall make default in any monthly payment, or in the payment of any interest when due, or in the payment of insurance premiums or taxes, the Seller shall immediately have the right, after giving three days notice, to cancel said agreement and repossess the property and all payments, whether for principal, interest, taxes or insurance made before such default, shall be considered as rent for the property up to the date of such default.

At any time, after the Purchaser has paid as much as one-half of the principal amount due, and all interest paid to date, and has complied with the provisions herein as to payment of taxes and insurance, the Seller will give the Purchaser a fee simple general warranty deed and accept a purchase money first mortgage over the property herein conveyed, which mortgage shall provide for payment of the balance due as set forth in this agreement, and shall also provide for the payment of taxes, insurance as hereinabove set forth. The Purchaser shall have the option to anticipate any and all payments on this contract at any time.

The property contracted to be sold by the terms of this agreement is as follows:

All that certain lot, piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, in the City of Greenville, known and designated as Lot No. 6 on Plat recorded in Plat Book "B" at page 37, and being more particularly described as follows:

Beginning at a stake on Wilson Street at the corner of Lot No. 7, and running thence N. 16-46 W. 55 feet to a stake, corner of Lot No. 5; thence S. 69-58 W. 115.5 feet to an iron pipe; thence S. 21-25 E. 54.9 feet; thence N. 69-58 E. 110.9 feet to the point of beginning, being the same lot of land conveyed to the Seller herein by W. F. Groverman by deed dated April 1932, and recorded on May 23, 1932, in Deed Book 161, page 165, R. U. C. Office for Greenville County.

In witness whereof the said Parties have hereunto set their hands and seals the day and year first above written.

Witness as to Seller:
R. D. Bone,
F. D. Smith.

Mary C. Groverman (L. S.)
Seller

Witness as to Purchaser:
F. C. Lupo
C. J. Lupo

Geo. F. Lyons, (L. S.)
Purchaser.

State of South Carolina,
County of Greenville.

Personally appeared before me F. C. Lupo and made oath that he saw the within named George F. Lyons sign, seal and as his act and deed, deliver the within agreement, and that he with C. F. Lupo witnessed the execution thereof.

Sworn to before me this 21 day of April, 1934.
Paul R. Long, (L. S.)
Notary Public for S. C.

F. C. Lupo