

(4.) It is mutually agreed by the said parties that the party of the second part shall have possession of said premises on the 1st day of August, 1934, and shall keep the same in as good condition as they are at the date hereof, until the said sum shall be paid as aforesaid.

(5.) Until the completion of the purchase as herein stipulated said party of the second part shall hold said premises, as tenant to the vendor.

(6.) If the said party of the second part shall fail to perform this contract, or any part of the same, and be in default on any monthly installment, or for taxes, assessments or insurance premiums, which have been paid by the party of the first part, for more than thirty (30) days, the said party of the first part shall immediately after such failure have the right to declare same void and retain whatever may have been paid on said contract and on improvements that may have been made on said premises as rent, and may consider and treat the party of the second part as a tenant holding over without permission, and may take immediate possession of the premises and remove the party of the second part therefrom. It is further agreed that if after default of <sup>monthly</sup> payment, or for taxes, assessments or insurance premiums as herein provided, for more than thirty (30) days, the party of the second part will deliver peaceful possession of the property without legal process within five (5) days after such default and give a consent in writing to the cancellation of this contract, he shall not be held liable for the remaining balance of the purchase price, otherwise to be held responsible for the remaining balance, together with all interest, and for taxes, assessments or insurance premiums which might have been paid by the party of the first part.

(7.) It is further understood and agreed that in the event of destruction by fire or other destruction of the premises, the insurance money shall be applied to the reduction of the mortgage debt above referred to, and the reduction of the purchase price, and this contract shall remain in the same force and effect as if there had been no such destruction.

(8.) Party of the first part agrees to install at her own cost and expense, and prior to October 1st, 1934, a new suitable hot air heating plant, adaptable and adequate for the use of the premises.

It is agreed that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the above parties.

In Witness whereof we have hereunto set our hands and seals the day and year first written.

Witness

C. Terby Hammond

W. Harold Arnold

John L. Plyler

James B. Hammond (L.S.)

Party of the first part

Odis Stone (L.S.)

Party of the second part

State of South Carolina  
County of Greenville

Personally appeared before me C. Terby Hammond and made oath that he saw the within named James B. Hammond sign, seal and as her act and deed deliver the within written agreement, and that he with W. Harold Arnold witnessed the execution thereof.

Sworn to before me this 24 day of July 1934. C. Terby Hammond

W. Harold Arnold

N. P. for S. C.