

State of South Carolina, }
County of Greenville. }

This Agreement made and entered into this 6 day of Dec. 1934 by and between Laurens Road Development Company, Greenville County, South Carolina, hereinafter called "The Vendor," and J. F. Richey & Wife Lula of Six Miles, S.C. hereinafter called "The Vendee."

Witnesseth: the Vendor hereby contracts and agrees to sell to the Vendee, and the Vendee hereby agrees to buy, at the price and upon the terms hereinafter set forth, the following described lot or parcel of land, situate in the County of Greenville, State of South Carolina, to-wit:

Lot 112 Block 1 as shown on plat entitled "East Lyman Addition," which is duly recorded in the R.M.C. office for Greenville County in Plat Book Hat page 220, reference to which is hereby made; and the said property is sold and shall be conveyed subject to the following restrictions, covenants and conditions, to-wit:

That the said lands shall not be sold, rented or otherwise disposed of to any negro or person of African descent. No residence costing less than twelve hundred fifty (\$1,250.00) dollars shall be erected on Sycamore Drive, and no residence costing less than one thousand (1,000.00) Dollars shall be erected on the lots fronting on Johnson Street or Ridgeway Drive. The restrictions on plat above mentioned shall apply to this contract, and are hereby adopted and made a part of this contract.

The purchase price which the Vendee shall pay for the said lots is the sum of \$200.00, which money shall be paid as follows: \$30.00 in cash, the receipt of which is hereby acknowledged; and the balance shall be paid in monthly installments of \$5.00 each, the deferred payments to be evidenced by promissory notes bearing interest at the rate of 7% per annum, payable semi-annually from date until paid.

All payments to be made at a place designated by the Vendor - At Peoples National Bank, Greenville, S.C. Upon full payment of said purchase price of said property, and interest thereon as the same becomes due and payable, the Vendor covenants to convey the said property or cause the same to be conveyed to the Vendee or his assigns, by deed with general warranty, free and clear of all liens and encumbrances, save and except taxes not now due and payable, and subject to the reservations and conditions set forth herein and on said plat.

The vendee agrees to pay the said purchase price of said property, in the manner and at the time above set forth, time being declared of the essence of this contract, and in the event of sixty (60) days default by the vendee in making any of the payments herein provided for then at the option of the vendor all rights and interest of the vendee under this agreement may thereupon be declared terminated by the vendor, and in such event all money paid by the vendee under the provisions of this agreement and upon the said notes above referred to, may be retained by the vendor as rental of said property, and such payments as may be paid, in case of default, are now determined by the parties hereto as a fair rental value - but in such event, such payments shall be credited on said notes and said notes shall thereafter be cancelled.

On the vendor may, without notice, institute all necessary proceedings for the purpose of foreclosing this contract, and in any cause the said property to be taken and sold by a court having jurisdiction, to the end that the vendor shall receive and collect the full amount of the m-

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