

TITLE TO REAL ESTATE

State of North Carolina,
County of Buncombe.

This agreement, made and entered into this the 16th day of November, A. D. 1937, by and between C. D. Weeks, of the County of Henderson, State of North Carolina; party of the first part, and John P. Curran, of the County of Buncombe, State of North Carolina, party of the second part,

W I T N E S S E T H :

That the said party of the first part hereby agrees to sell, and the said party of the second part hereby agrees to purchase, at the price, and upon the terms hereinafter set out, all that certain tract or parcel of land situate, lying and being in Highland Township, Greenville County, South Carolina, and being a tract of 53.4 acres, more or less, and being the same land and premises as described in a deed from W. S. Bradley to the party of the first part hereto, dated November 15, 1937, and recorded in the Registry of Mesne Conveyances of Greenville County, South Carolina, in Deed Book No. 200, at page 364, together with all improvements and all mineral and mining interests.

The said party of the second part agrees to pay for said land the sum of Five Thousand (\$5000.00) Dollars, of which One Hundred (\$100.00) Dollars has been paid upon execution and delivery of this contract, and the balance of said purchase money to be paid as follows: Thirty-Nine Hundred (\$3900.00) Dollars in cash at the time of the delivery of a good and sufficient deed conveying said property, and the assumption of a Mortgage of One Thousand (\$1000.00) Dollars, payable to W. S. Bradley.

The said party of the first part hereby agrees and binds his heirs, executors and assigns, upon the payment to him of the purchase price for said land as hereinbefore provided, to execute and deliver to the said party of the second part, or his assigns, or the Orchard Scenic Development Company, Inc., a good and sufficient deed in fee simple, with warranty, conveying said land and premises to said party of the second part, or to the Orchard Scenic Development Company, Inc., and its assigns, free from all liens and encumbrances, except the above Mortgage which is assumed.

It is further understood and agreed between the parties hereto that this contract shall be fully performed and title passed to said premises and executed on the part of all parties hereto, on or before December 1, A. D. 1937.

In witness whereof the said parties hereto have set their hands and seals, this the day and year first above written.

In the presence of:

Witness: Eugenia Browne
Thos. J. McNiel

C. D. Weeks (SEAL)

John P. Curran (SEAL)

North Carolina,
Buncombe County.

Personally appeared before me Thos. J. McNiel and made oath that he saw the within named C. D. Weeks and John P. Curran sign, seal and as their act and deed deliver the within written contract or agreement, and that he with Eugenia Browne witnessed the execution thereof. Sworn to before me this 16th day of November, A. D. 1937

Eugenia Browne

Notary Public,

My commission expires October 29, 1938.



S. C. Stamps \$2.00

Thos. J. McNiel.

Recorded this the 22nd day of November, 1937 at 2:51 P. M. #14019 BY:E.G.