

South Carolina,
Greenville County

Bond for Title

J. McGee Horton to J. H. Kellett.

Know all men by these presents that I, J. McGee Horton have agreed to sell to J. H. Kellett a certain lot of land in the county of Greenville, State of South Carolina, containing one-half acre, more or less, on Augusta Road in said county being the same lot of land this day conveyed to me by deed of L. J. Huff with full description therein from survey of W. M. Nash, Surveyor, here incorporated by reference, said deed to be forthwith recorded, and have agreed to execute and deliver a good and sufficient warranty deed therefor on condition that J. H. Kellett shall pay the sum of \$1250 in the following manner, - \$30 per month payable on the first day of each month beginning August 1, 1938, until the full purchase price is paid, with interest on same from date at 7% per annum, payable quarterly in advance until paid, unpaid interest to bear interest until paid at the same rate as principal, and in case said sum or any part thereof, be collected through an attorney or legal proceedings of any kind, then in addition the said Kellett to pay a reasonable attorney's fee, - the above terms to be evidenced by note of even date herewith and all renewals thereof that may be made from time to time. The said Kellett agrees to pay all taxes and insurance while this contract is of force, keeping the buildings insured in a company and for an amount satisfactory to the said Horton.

It is agreed, however, that the said Kellett has the privilege of anticipating payments and when he can fully pay this indebtedness by obtaining deed and negotiating loan on said land he may do so, the deed to be made upon fully payment of everything due hereunder.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due and the said Kellett shall become three payments in arrears the said Horton shall be discharged in law and equity from all liability to make said deed, and may treat said Kellett as a tenant holding over after termination, and contrary to the terms of his lease, and shall be entitled to claim and recover reasonable rentals thereafter and to retain sums already paid, for rents, (or by way of liquidated damages), or may enforce payment of said note and all renewals thereof.

It is, however, a condition of this contract and part of the consideration that for a period of 10 years to-wit August 1, 1938 to August 1, 1948 the said Horton, being a distributor of gasolines and oils shall have the right and privilege of furnishing gasoline and oil at current prices, whether to the said Kellett, or any successor or lessee of the said Kellett, such succeeding operator or lessee to be a person satisfactory to the said Horton.

And unto the terms of this agreement we do hereby bind ourselves, our heirs, executors and administrators firmly by these presents, and in witness hereof have hereunto set out hands and seals this 26th day of July, A. D. 1938

In the presence of:

William E. Martin

J. McGee Horton (SEAL)

B. F. Martin

J. H. Kellett (SEAL)

South Carolina
Greenville County

Personally appeared before me William E. Martin who says on oath that he saw J. McGee Horton and J. H. Kellett each sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that he with B. F. Martin witnessed the same as to both signers. Sworn to and subscribed before me this 26th day of July, 1938

B. F. Martin

William E. Martin

Notary Public, S. C.

Recorded July 27th, 1938 at 12 :35 P. M. #8986 BY: E.G.