

Original.

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT between Henderson & Martin, Agts. for Colonia Company, first party, and Mrs. Allie M. Ballenger, second party, witnesseth:

1. That the first party agrees to sell, and the second party agrees to buy the premises hereinafter described, upon the following terms:

2. The purchase price is the sum of One Thousand (\$1,000) Dollars, besides interest from date at the rate of no interest for two yrs. per cent per annum, payable annually until fully paid, and all taxes, assessments, and insurance premiums from the date hereof, in the following installments, to-wit: no taxes for two yrs.

All that certain piece, parcel or lot of land known as Lot No. 275 of the Colonia Company land, as shown by plat recorded in Plat Book "J" Pages 4 and 5. until debt, interest, taxes, assessments, and insurance premiums, including interest, payable annually upon any taxes and insurance premiums paid by the first party for the second party shall have been fully paid; provided that failure to meet three (3) successive installments as hereinabove stipulated will render the entire debt forthwith due; and upon default in payment, the first party is hereby authorized and directed to sell the said property for cash, at public auction, on the ground or in Greenville, S. C. after advertising the time and place of said sale by posting notice thereof at two or more places in Greenville County, S. C., the said notices to be posted three (3) weeks before the time fixed for the sale; and convey the premises to the purchaser at such sale in fee; and at such sale any of the parties hereto, or their assigns, may bid; the proceeds of such sale to be applied as follows: First, to costs of such sale; second, towards the payment of the balance due upon the second party's contract for the purchase of the land, besides interest thereon, and ten (10%) per cent of amount due as attorney's fees, in the event the first party shall have employed an attorney to act; and, third, the balance, if any, to the second party, his or her heirs, executors, administrators, or assigns.

3. The first party hereby covenants and agrees to execute and deliver to the second party, his or her heirs or assigns a good and sufficient title deed in fee, free of incumbrance to said premises, upon payment in full of the sums stipulated above; and, in this connection, the second party has the privilege of anticipating the unmatured installments and paying the full amount due at any time during the life of this contract.

The terms of this contract are as follows: Total purchase price \$1,000; \$10.00 cash, receipt of which is hereby acknowledged, also one lot on Bailey St. valued at \$250.00, leaving balance of \$740.00 payable \$7.00 per week for three weeks, balance \$2.00 per week until paid in full. Restrictions on this property will be set forth and incorporated in the deed when accepted in lieu of this contract.

This contract binding upon the parties hereto, their heirs, administrators, executors and assigns.

Witness the hands and seals of the parties hereto, at Greenville, S. C., executed in duplicate, this 22nd day of May, 1939.

In the presence of:

J. L. Smith
N. O. McDowell

Henderson & Martin, Agents for Colonia Company:

BY: C. B. Martin, (SEAL)
First Party.

Mrs. Allie M. Ballenger (SEAL)
Second Party.

State of South Carolina,
County of Greenville.

Personally appeared before me J. L. Smith who being sworn says that he was present and saw Henderson & Martin, Agts. for Colonia Co. by First Party, and Mrs. Allie M. Ballenger Second Party, sign, seal and as their act and deed interchangeably deliver the above written contract; and that he with N. O. McDowell witnessed the due execution thereof.

Sworn to and subscribed before me this 22 day of May, 1939

N. O. McDowell

J. L. Smith

Notary Public for S. C.

S. C. Stamps \$0.32

Recorded May 25th, 1939 at 11:05 A. M. #6725 BY: E. G.