contract

TITLE TO REALESTATE

\$7830 PROVENCE-SANIARD OD -CLUMNYHAR

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, THAT I, W. G. Sirrine, hereinafter designated as "Owner," has agreed to sell to L. S. Hand, hereinafter designated as "Purchaser" a certain lot or tract of land in the County of Greenville, State of South Carolina, in Butler Township of Greenville County on the Nickletown Road described as follows: Beginning at an iron pin on said road at the corner of H. T. Meek's land and running thence south 35-45 east 14.80 chains to an iron pin; thence north 53-50 east 8.05 chains to an iron pin; thence north 35-45 West 13.30 chains to an iron pin on said Nickletown road; thence south 63-45 West with the Nickletown road 8.05 chains to the beginning corner, containing 11 acres, more or less, and adjoining lands of H. T. Meeks, Webster Brothers and W. W. Holcombe, all of which will more fully appear by reference to a plat of said property made by W. A. Adams, Surveyor, March 7, 1918, and recorded in Plat Book E, page 84.

Being the same conveyed to me by Receivers of Peoples State Bank of South Carolina on the 17th day of November, 1937, Deed recorded in R. M. C. Office in Book 195 page 257. and execute and deliver a good and sufficient warranty deed therefor on condition that he shall pay the sum of One Thousand Eight Hundred and no/100 Dollars in the following manner (Payments may be made as lots are sold according to the scale and subject to the conditions set forth upon the reverse side of this contract)

until the full purchase price is paid, with interest on same from date at seven per cent per annum until paid, to be computed and paid annually, and if unpaid to bear interest until paid at the same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition the sum of ten per cent of the amount due for attorney's fees, as is shown by his note of even date herewith. The purchaser shall pay all taxes assessments and insurance premiums while this contract is of force.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due the Owner shall be discharged in law and equity from all liability to make said deed, and may treat the Purchaser as a tenant holding over after the termination, or contrary to the terms of his lease, and shall be entitled to claim and recover, or retain if already paid the sum of Four Hundred dollars per year for rent, or for liquidated damages, or may enforce payment of said note.

The Purchaser agrees to buy the land and pay for the same, subject to the above conditions.

In witness whereof we have hereunto set our hands and seals this 12th day of July A. D. 1939.

In the presence of:

(Owner)

W. G. Sirrine

(SEAL)

F. C. Lupo

W. T. Patrick

(Purchaser)

L. S. Hand

(SEAL)

Documentary Stamps on note. State of South Carolina.

Greenville County.

Personally appeared F. C. Lupo who says on oath that he saw W. G. Sirrine and L. S. Hand sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that he with W. T. Patrick witnessed the same.

Sworn to before me this 15 day of November, A. D. 1939.

W. T. Patrick (SEAL)

F. C. Lupo

Notary Public, S. C.

L. S. Hand may reduce this indebtedness at any time at his option before maturity. Prior to the maturity of the note L. S. Hand shall have the following option. He may enter upon the premises for the purpose of cutting the same into lots and improvements. Upon the sale of any lot on Ackley (Nickletown) Road he shall pay Three Hundred (\$300) Dollars on the note, where—upon the purchaser of the lot shall be entitled to a deed as directed by L. S. Hand. Lots on this road not to be of greater size than 100 feet wide x 200 feet deep. L. S. Hand may sell lots on the side street (which street shall not be less than 30 feet wide) and direct deed to be made to purchasers upon payment to W. G. Sirrine of not less than One Hundred Fifty (\$150) Dollars per lot. Lots on the side street shall not be of larger size than 90 feet front x 155 feet deep.

For Release See Deed Book 239 Page 359 deed to Cherry Inv. Co. For Release See Deed Books 227 Page 335 deed to J. E. Shackston. For Release See Deed Book 220 Page 246.

Recorded November 15th, 1939 at 9:45 A. M. #145772 BY: E. G.

(For Release, see Deed Book 239, page 396-Deed to Famile B. Hand