

TITLE TO REAL ESTATE

5725 PROCEEDINGS - JAMES CO. - GREENVILLE

W. E. RASOR REAL ESTATE CO.
Greenville, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) CONTRACT OF SALE AND PURCHASE

THIS AGREEMENT entered into this 23 day of December, 1939, between Harriet H. Parker hereinafter called the Seller and W. E. and Mabel Ann Benjamin hereinafter called the Purchaser.

WITNESSETH: That in consideration of the agreements and payments hereinafter named, the Seller agrees to sell and the Purchaser agrees to buy, the hereinafter described lot of land at the price of ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS, (\$1600.00), of which \$100.00 has been paid in cash and the balance is payable as follows: \$60.00 on or before January 15, 1940. The balance is payable \$25.00 per month on the 25 day of each and every month beginning February 25, 1940, until the purchase price is paid in full, with interest on the unpaid portion from date at the rate of six per cent, per annum to be computed and paid semi-annually and if unpaid to bear interest at same rate as principal, and in case said sum of any part thereof be collected by an attorney or through legal proceedings of any kind, the Purchaser agrees to pay 10 per cent in addition to the amount as attorney's fee.

The Seller agrees that there shall be made to the Purchaser a good warranty deed for said property.

It is agreed that all commissions are due and payable to the Wm. E. Rasor Real Estate Company upon the signing of this contract.

The property hereby agreed to be sold and bought is described as follows:

Lots Nos. 6 and 7 of Parker Property, located on the New Buncombe Road, about three miles from the city of Greenville, S. C. according to plat of property of Harriet H. Parker, made November 1939 by Dalton & Neves, Restrictions on this lot: That no use be made of this lot other than residential purposes. That no house or other building be erected on this lot within 100 feet of the right of way of the New Buncombe Road. That no negro house be erected on this lot other than a servant house located not less than 200 feet from the road in the rear of this lot. No house is to be built on the rear of this lot facing the dirt road closer than 50 feet to the road and any such house facing the road in the rear of this lot shall cost not less than \$1500.00 and no barn shall be built within 150 feet of the dirt road in the rear of this lot. No house is to be built on the front of this lot with a value of less than \$2500.00

Witness our hands and seals the day and year above written.

H. W. Rozier
Willie Mae Watson

Harriet H. Parks
Seller
W. E. Benjamin
Purchaser
Mabel Ann Benjamin

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Personally appeared before me H. W. Rozier and made oath that he saw the within named Harriet H. Parker, Seller, and W. E. Benjamin and Mabel Ann Benjamin, Purchasers, sign, seal and as their act and deed, deliver the within written Contract of Sale and Purchase, and that he with Willie Mae Watson witnessed the execution thereof.

Sworn to before me this 22
day of April, 1940.

H. W. Rozier

W. E. Rasor (L. S.)
Notary Public for S. C.

S. C. Stamps \$.60

Recorded April 22, 1940 at 12:05 P. M. # 5725

By J. H.