

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

S. C. Stamps 32¢

CONTRACT OF SALE.

This agreement, made and entered into this 4th day of June, 1940, by and between Jas. L. Love, hereinafter referred to as Seller, and J. A. Howard, hereinafter referred to as Purchaser, both of Greenville County, South Carolina,

WITNESSETH:

The Seller hereby agrees to sell and convey unto the Purchaser the following described real estate:

"All that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on Birnie Street, in the City of Greenville, and having the following metes and bounds, to-wit:

Beginning at a point on Birnie Street 80 feet from Queen Street, and running thence in a Westerly direction along said Birnie Street 80 feet to Queen Street; thence in a Southwesterly direction along said Queen Street 100 feet to a stake; thence in a Southeasterly direction 82 feet to a stake; thence in a Northeasterly direction 100 feet to the point of beginning on Birnie Street; this being the same lot of land conveyed to O. K. Mauldin and J. L. Love by E. Inman, Master, by deed recorded in Book of Deeds 94 at page 17, O. K. Mauldin having subsequently conveyed his interest to J. L. Love by deed duly recorded."

subject to the following terms and conditions:

(1) The sale price of said lot is \$950.00, payable \$150.00 in cash upon the execution and delivery of this agreement, the receipt of which is hereby acknowledged, and the balance of \$800.00 to be paid in monthly payments of not less than \$15.00 each per month, beginning July 1, 1940, and on the first day of each successive month thereafter until July 1, 1942, at which time the unpaid balance will become due and payable, all deferred payments to bear interest at the rate of 6% from the date of this contract, payable monthly.

(2) It is agreed that in the event the Purchaser should decide to construct a building upon said lot that the Seller will convey said lot unto the Purchaser and accept a second mortgage for a sum not exceeding \$400.00, provided the first mortgage shall not exceed the amount of the actual cost of construction of the building.

(3) The taxes are to be prorated as of the date of this contract, and all taxes beginning with the year 1941 will be paid by the purchaser in addition to the payments stipulated above, and will be payable when the same become due.

(4) The Seller shall convey unto the Purchaser by good, fee simple deed, free of encumbrances or liens, the property hereinabove described when the same has been fully paid for, or in the event the Purchaser shall decide to construct a building on said lot when the balance due shall have been reduced to \$400.00.

(5) It is mutually understood and agreed that time is of the essence of this contract, and should the Purchaser be in default in the monthly payments as hereinabove stipulated for as much as 60 days after the same are due and payable, or is in default in the payment of taxes, then the Seller is to have the right to cancel this contract, declare the same null and void, and retain all moneys paid by the Purchaser as liquidated damages for the breach of this contract.

The Purchaser, in consideration of the covenants and agreements upon the part of the Seller, agrees to purchase the above described property, and to pay the purchase price in the manner hereinabove stipulated.

This agreement shall bind ourselves, our heirs, executors, administrators and assigns.

In Witness whereof, the parties hereto have hereunto set their hands and seals, in duplicate, at Greenville, South Carolina, this the 4th day of June, A. D. 1940.

Signed, sealed and delivered in the presence of:

N. A. Hack
Catherine Brown

Jas. L. Love (L. S.)
Jas. L. Love, Seller.

As to Seller.

John C. Henry
N. A. Hack

J. A. Howard (L. S.)
J. A. Howard, Purchaser.

As to Purchaser.

State of South Carolina, County of Greenville.

Personally appeared before me N. A. Hack, who, upon being first duly sworn, says: That he saw the within named Jas. L. Love sign, seal, and as his act and deed deliver the within written Contract of Sale for the use and purposes therein mentioned, and that he, with Catherine Brown, witnessed the execution thereof.

Sworn to and subscribed before me this the 4th day of June, A.D. 1940. N. A. Hack
Catherine Brown (SEAL) Notary Public for State of S. C.

State of South Carolina, County of Greenville.

Personally appeared before me N. A. Hack who, upon oath, says: That he saw the within named J. A. Howard sign, seal, and as his act and deed deliver the within written Contract of Sale for the uses and purposes therein mentioned, and that he with John C. Henry witnessed the execution thereof. Sworn to and subscribed before me this the 4th day of June, A.D. 1940.

John C. Henry (SEAL)
Notary Public for State of S. C. N. S. Hack