

TITLE TO REAL ESTATE

CONTRACT OF SALE AND PURCHASE

S. C. Stamps 20¢

THIS AGREEMENT between Jane G. Hammond first party, and J. H. Brannon, 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 Five Hundred Dollars, besides interest from date at the rate of _____ percent per annum, payable annually until fully paid in the following installments to wit:

\$ 150.00 Paid in cash, receipt of which is hereby acknowledged.
 350.00 to be paid in 23 equal monthly installments of \$14.58
 Beginning Jan. 6, 1941 and one payment of \$14.66 to be
 _____ paid on Dec. 6, 1942.

\$ 500.00

until debt, interest 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 incumbrances 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.

DESCRIPTION OF PROPERTY

Beginning at an iron pin on the South west side of Owens Street, said point being 120 feet from the corner of Mills Avenue Extension and Owens Street and running S. 49-47 W. 200 feet; Thence N. 40-13 W. 80.6'; Thence along Mills Avenue Extension N. 38-39 E. 204.2 feet; Thence S. 40-13 E. 120 feet to point of beginning. Said property being all of units No. 1 and 2 of the Langley Heights Subdivision. Located in Greenville Township, near the City of Greenville, S. C.

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 6th day of December 1940.

In the presence of:

Ethelyn K. Tuten

R. O. Tuten

Jane G. Hammond (SEAL)
 First Party.

J. H. Brannon (SEAL)
 Second Party.

STATE OF SOUTH CAROLINA--County of Greenville

Personally appeared before me Ethelyn K. Tuten who being sworn says that she was present and saw Jane G. Hammond First Party, and J. H. Brannon Second Party, sign, seal and as their act and deed interchangeably deliver the above written contract; and that she with R. O. Tuten witnessed the due execution thereof.

Ethelyn K. Tuten

SWORN to and subscribed before me this
 6 day of December 1940.

Raphael O. Tuten

Notary Public for S. C.



Recorded December 6th 1940 at 1 P.M.

No. 17226

JWH