

Greenville, S. C.  
November 26, 1940.

I, H. S. Sellers for the consideration of \$1.00, and other considerations, to me in hand paid by Claude McDowell, do hereby transfer, assign and convey all my interest in an "one inch water pipe line beginning at J. J. Perry's Store on Piedmont Highway near Greenville, South Carolina, in Greenville County, thence said water line parallels Chapman Dairy Road to Dempsey Street, thence said water line parallels Dempsey Street to Claude McDowell's home, said line is 650 feet long, more or less."

Date: Aug. 27, 1941

Witness: Nellie M. Smith

Witness: Ollie Farnsworth

Signed H. S. Sellers  
(vendor)

Signed: Claude McDowell  
(vendee)

State of South Carolina,  
County of Greenville.

Personally appeared before me Nellie M. Smith, and made oath that he saw the within named H. S. Sellers & Claude McDowell sign, seal and as their act and deed, deliver the within instrument, and that he with Ollie Farnsworth witnessed the execution thereof.

Sworn to before me this 27th day of August, A. D. 1941.

Ollie Farnsworth (SEAL)

Nellie M. Smith

Notary Public, S. C.

No Stamps

5 48

Recorded August 27, 1941 at 6:02 P. M. #12718 BY: E.C.

CONTRACT OF SALE AND PURCHASE

310

THIS AGREEMENT between Henderson & Martin, Agts. for Alice M. & H. H. Willis, first party, and M. M. Norwood, second party, witnesseth:

1. That the first party agrees to sell, and the second party agrees to buy the premises herein-after described, upon the following terms:
2. The purchase price is the sum of Five Hundred & Sixty Five Dollars, besides interest from date at the rate of six 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 interest until April 6, 1941  
" taxes until April 6, 1941

All that certain piece, parcel or lot of land known as Lot No. 25 in Section A of the property of Alice M. & H. H. Willis as per plat of W. J. Riddle made Nov. 1939.

This property is subject to easement of Duke Power Company's right of way. 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 herein-above 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 unexpired installments and paying the full amount due at any time during the life of this contract.

The terms of this contract are as follows: \$108.00 transferred from account of L. V. Duncan (this contract replacing Duncan's), receipt of which is hereby acknowledged, and balance to be paid \$1.25 per week until paid in full.