

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOND FOR TITLE

KNOW ALL MEN BY THESE PRESENTS, That J. Wright Miller, of the City of Greenville, state and county aforesaid, has agreed to sell to CHARLES D. SMITH, a certain lot or tract of land in the county and state aforesaid, situate, lying and being on Rogers Avenue, Sans Souci district, and being more fully described by metes and bounds as follows:

All that certain lot of land in Greenville Township, Greenville County, State of South Carolina, about three miles from Greenville courthouse, in the section known as Sans Souci, known and designated as Lot No. 19 on plat of property of B. E. Geer, recorded in RMC office for Greenville County in Plat Book "G", page 237; said lot having a frontage of fifty feet on Rogers Avenue, with a depth of 150.5 feet and being one of the lots conveyed to Cherry Investment Company by Anna M. Beatty by deed dated April 6, 1932, and recorded in RMC Office for Greenville County in Book 160, page 232.

And the said J. Wright Miller hereby agrees to execute and deliver a good and sufficient warranty deed to the above-described premises to CHARLES D SMITH under the following conditions as hereinafter set forth;

The purchase price of the property as described above is to be \$2800, payable as follows: \$200 cash paid this day, receipt of which is hereby acknowledged, and the sum of \$28 per month to be paid each and every month thereafter, beginning on the 27th day of June, 1941 and ending on March 27, 1944, at which time all the balance of the debt remaining unpaid will become due and payable.

It is understood that these payments are to be made at the office of J. Hudson Williams, 30-A South Main Street, Greenville, S. C., and that said payments of \$28 per month shall be credited to the liquidation of debt as follows: \$23 of the said payment is to be applied to the note and mortgage now held by the Citizens Lumber Company over said property; the remaining balance of \$5 is to be applied on the \$300 difference between the Citizens Lumber Company mortgage and the remaining indebtedness up to \$2600.00. Both the monthly amounts of \$23 and \$5 are to be applied to the respective indebtedness as follows:

Deducting 6% interest, computed and paid monthly, and the balance to be applied against the principal of the indebtedness. The said CHARLES D SMITH is to pay the premium on the combined fire and windstorm policy of \$2600, and is also to pay the state and county taxes from this day.

In case said monthly sum of \$28 becomes past due for a period of sixty days, then it is understood and agreed that time is of the essence of this contract, and J. WRIGHT MILLER shall be discharged in law and equity from all liability to make said deed and may treat the said CHARLES D. SMITH as a tenant holding over after termination or contrary to the terms of this lease, and shall be entitled to claim and recover, or retain all sums which the said CHARLES D. SMITH has paid on this contract as rent by way of liquidated damages. Or the said J. WRIGHT MILLER may enforce the payment of a note, which is hereby made a part of this contract. In the event said sum or any part thereof, is collected by an attorney or through legal proceedings of any kind, an attorney's fee of 10% of the amount due thereon shall be allowed.

It is understood and agreed that the said CHARLES D SMITH shall have the right to anticipate at any time any part or all of the above indebtedness. And the said J. WRIGHT MILLER agrees that on or after March 27, 1944 to make a deed and take a second mortgage for any amount that may be due him at that time, payable in a satisfactory and agreeable manner to both parties of this contract.

In witness whereof, we have hereunto set out hands and seals this 16th day of June, 1941.

In the presence of:

Eva Coffey Williams
J. Hudson Williams

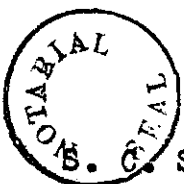
J. Wright Miller
Chas. D. Smith

THE STATE OF SOUTH CAROLINA
GREENVILLE COUNTY.

PERSONALLY appeared before me Eva Coffey Williams and made oath that she saw the within named J. Wright Miller and Charles D. Smith sign and seal as their act and deed deliver the within written Bond for Title, and that she with J. Hudson Williams witnessed the execution thereof.

Sworn to before me this 6th day
of October, A. D., 1941

J. Hudson Williams
Notary Public for S. C.



Eva Coffey Williams

Stamps Cancelled \$1.04

Recorded October 6th, 1941, at 12:46 P.M. #14607 BY:N.S.