

CONTRACT OF SALE AND PURCHASE.

This Agreement between Henderson & Martin, Agts., first party, and W. T. Shaw and J. C. Cisson, 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 Four Hundred Twenty-Four Dollars, besides interest from date at the rate of five 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: \$10.00 cash, receipt of which is hereby acknowledged and balance \$10.00 per month until paid in full.

All that certain piece, parcel or lot of land known and designated as Lot No. 37 of Oakvale Farms as per plat of Jones, C. W. recorded in R. M. C. Office for Greenville County in Plat Book M, page 15.

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 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 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 unmatured installments and paying the full amount due at any time during the life of this contract.

This property is sold subject to the following restrictions:

This property is sold subject to easement of Duke Power Company's right of way.

It is understood and agreed that crops now on land are not to be disturbed until Jan. 1, 1942.

No wood or timber is to be cut without permission of owner of property.

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 2nd day of Sept. 1941.

In the presence of:

Adeline Cleland
N. O. McDowell

PALMETTO REALTY CORPORATION BY
HENDERSON & MARTIN, AGTS. (SEAL)
BY: C. E. Martin
First Party.

J. C. Cisson
W. T. Shaw (SEAL)

Second Party.
See Deed Book 237, page 177.

State of South Carolina,
County of Greenville.

Satisfied and Canceled of Record
10 DAY OF Feb. 1951
Belie Jarnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:42 O'CLOCK A. M. NO. 3356
See Deed Book 428

Personally appeared before me Adeline Cleland who being sworn says that he was present and saw Palmetto Realty Corporation by Henderson & Martin, Agts. First Party, and W. T. Shaw and J. C. Cisson Second Party, sign, seal and as their act and deed interchangeably deliver the above written contract; and that he with N. O. McDowell witnessed the due execution thereof.

Sworn to and subscribed before me this
2nd day of Sept. 1941.

Adeline Cleland

N. O. McDowell

Notary Public for S. C.

S. C. Stamps 20¢

Recorded June 30th, 1942 at 11:00 A. M. #7214 BY: E.G.