

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

A G R E E M E N T

WHEREAS, Mary H. Keller, late of the County and State aforesaid, died on the 6th day of June, 1943, leaving of force her last Will and Testament, which has been duly admitted to probate and is on file in the office of the Probate Court for Greenville County, S. C. in Apt. 464, File 23, whereby she devised and bequeathed all of her property, both real and personal, unto her husband, George C. Keller, with the exception of the following specific bequests, as will more fully appear by reference to said Will, as follows:

"ITEM TWO: I give and bequeath unto my mother, Mrs. Mary E. Hall, of Waycross, Ga., Three Thousand (\$3,000.00) Dollars in cash, the same to be spent by her for her well being. I also give and bequeath unto my mother, to be disposed of as she sees fit, all of my household furnishings given me by her. This includes portraits and pictures, silver, china and rugs." A further portion of Item 2 of said Will is inapplicable in that the Testatrix' mother did not predecease her and the dinner ring referred to in said item having been disposed of before the death of Mary H. Keller; such provision is also ineffectual; and whereas at the time of her death she was seized and possessed of the property hereinafter described, which property passed under the provision in the Will to the said George C. Keller, as sole devisee.

NOW, THEREFORE, this Agreement made and entered into, by and between George C. Keller, hereinafter referred to as the Seller and Nannie M. Sitton, hereinafter referred to as the Buyer;

W I T N E S S E T H :

The Seller agrees to sell to the Buyer for the price of Nineteen Thousand (\$19,000.00) Dollars (of which the sum of \$3,000.00 has been paid, receipt of which is hereby acknowledged) the following described property;

All that certain piece, parcel or lot of land situate, lying and being on the West side of McDaniel Ave. in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 3 on plat of McDaniel Heights and having according to said plat, which is recorded in the R. M. C. Office for Greenville County in Plat Book G, at page 214, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the West side of McDaniel Avenue., which Iron Pin is at the joint corner of Lots 2 and 3, and running thence with joint line of said lots N. 75-31 W. 171.8 feet to Iron Pin; thence N. 14-29 E. 80 feet to an Iron Pin at rear corner of Lots 3 and 4; thence with joint line of said lots S. 75-31 E. 171.8 feet to an iron pin on the West side of McDaniel Ave.; thence with the West side of said Avenue S. 14-29 W. 80 feet to the beginning corner.

The Buyer agrees to purchase said property and to pay therefor to the Seller the Sum of Nineteen Thousand (\$19,000.00) Dollars, of which the sum of \$3,000.00 has this day been paid, and the balance of \$16,000.00 shall be paid on January 20, 1944. The balance of said purchase price of \$16,000.00 is to bear no interest.

The Seller agrees to execute and deliver to the Buyer on January 20, 1944 a good and sufficient warranty deed in the usual form conveying said property. In the meantime it is agreed that the Buyer is to go into possession and occupancy of the property and premises on or before September 4, 1943 and the purchaser shall be entitled thereupon to possession and all rights incident to ownership from the day of the date of this Agreement.

All taxes for the year 1943 are to be pro rated as of the date upon which the purchaser goes into possession of the premises, which, as stated above, will be on or before September 4, 1943.

The Seller agrees to procure a policy of insurance on the premises to the extent of Sixteen Thousand (\$16,000.00) Dollars and to pay the premium therefor and not charge the same against the Buyer, but the Buyer shall have the right in his discretion, but shall not be required, to carry additional insurance for her protection or as the interests of the parties may appear. For purpose of illustration, in the event the premises are totally destroyed by fire while the Buyer is occupying the premises, but before delivery of the deed and the consummation thereof, the Seller will be entitled to recover of the insurance company the sum of Sixteen Thousand (\$16,000.00) Dollars and the Buyer to recover all overage which she has insured and as interest appears and the remaining property to be that of the Buyer upon the delivery of said property deed without the payment of any further sum whatsoever, other than the \$3,000.00 which has been paid at the time of the execution and sealing of this instrument.

In the event the Seller is unable to make delivery of a good warranty deed to said property, then in such event the Seller shall thereupon deliver back to the Buyer said sum of \$3,000.00 and the Buyer agrees to thereupon pay to the Seller the sum of \$75.00 per month for each and every month or fractional part thereof, during which the Buyer has occupied said premises.

It is further understood and agreed that the Buyer gets and hereupon takes title