

TITLE TO REAL ESTATE

48782 PROVENCHER-J. BRARD CO.-GREENVILLE

State of South Carolina,
County of Greenville.

Agreement made this the 14th day of August by and between Russell DeShields, of the first part; and Lewis W. Pennington, of the second part, sets forth:

That for and in consideration of the sum of seventy-five dollars this day paid, and the further sum of four hundred twenty-five dollars to be paid in manner and form hereinafter stated, the first party agrees to sell, and the second party agrees to buy, that certain lot of land on the north side of Westfield Avenue (formerly Maud Street) in the City of Greer, said County and State, designated as Lot #5 on plat of the A. Y. DeShields property, prepared by W. A. Christopher, Surveyor, 11-13-29, and fronting on the said Westfield Ave. (or Maud Street) on the south 75 feet, and measuring on its eastern line 173 feet, and on its western line 177.9 feet with 75 feet rear width, and being the same conveyed to the first party by deed of Walter DeShields, and others, to be recorded in this County, and dated 7th day of December, 1929.

The second party agrees to pay the balance of \$425.00 with interest thereon from this date at the rate of seven per cent per annum, in monthly instalments of thirty-five or more dollars each month from this date until full amount of principal and interest be paid. When the said amount has been paid in full, then first party agrees to furnish and deliver to second party, or his heirs or assigns, good and sufficient title by general warranty, free of lien, with renunciation of dower. First party pays taxes for 1943, but thereafter second party pays same.

Upon failure or refusal of the second party to pay any of the instalments, one or more, herein specified, then all amounts theretofore paid shall be retained as liquidated damages for breach of this contract, and this contract shall thereupon end and determine in all respects as to both parties.

This contract is made to enure to the benefit of, and be binding upon the respective parties, their respective heirs, executors, administrators and assigns.

Any changes in or modifications of this contract to be made in writing and signed by the parties to be bound thereby.

If payments are kept up promptly according to the terms hereof, then at the end of each year hereunder the second party to have credit for interest on partial, monthly payments at the mean-difference rate.

Witness our hands and seals in duplicate this the 14th day of August, A. D. 1943.

In the presence of:

L. E. Wood

Mrs. Rilla H. DeYoung

Russell DeShields (L. S.)

Lewis W. Pennington; (L. S.)

State of South Carolina
County of Greenville.

Personally appeared Mrs. Rilla H. DeYoung and made oath that she saw the within named Russell DeShields and Lewis W. Pennington, each, sign, seal and as their respective act and deed, deliver the within written Contract of purchase and sale, for the uses and purposes stated; and that deponent, with L. E. Wood witnessed the execution of the same.

Sworn to before me this the 14th day of August, A. D. 1943.

L. E. Wood (L. S.)

Mrs. Rilla H. DeYoung.

Notary Public for S. C.

S. C. Stamps 20¢

Recorded August 19th, 1943 at 11:34 A. M. #8029 BY: E.G.