

CONTRACT OF SALE AND PURCHASE

Greenville, S. C.

This contract entered into this 4th day of October, 1943 by and between Central Realty Corporation Hereinafter called the Seller and J. P. Smith hereinafter called the Purchaser, WITNESSETH:

That the seller agrees to sell to the purchaser the land hereinafter described for the sum of Nine hundred and no/100 dollars to be paid as follows: One hundred dollars cash, receipt of which is hereby acknowledged, \$10.00 on November 1, 1943, and \$10.00 on the first of each month thereafter, until paid in full, with the privilege of anticipating any or all payments; said payments to be applied first to interest and then principal. Said unpaid part of the purchase price to bear interest at the rate of 6% per annum to be computed and paid monthly.

Failure to make any payment will cause the entire balance to become due and payable.

When

One third of the principle sum has been paid, the party of the first part, Central Realty Corporation, will execute to the purchaser the deed for the within described property and accept from the purchaser a note and mortgage covering the within described property of the balance of the purchase price payable as above outlined.

And the purchaser agrees to buy the land hereinafter described and pay for same as above stated.

The seller agrees that there shall be made to the purchaser a good and warranty deed for said property, when balance due is reduced to \$600.00.

Taxes, insurance and rents to be prorated as of the date of the deed, which is to be----

DESCRIPTION OF LAND:

A tract of land near the Buncombe Road consisting of ten acres, more or less, on which there is located a six-room house. This being the same property conveyed to Frank Cooper and J. M. Wells by F. W. Brown by his deed dated November 23, 1936, and by them conveyed to Central Realty Corp. by deed dated Nov. 23, 1936, recorded herewith, in Saluda Township.

BEGINNING at a stone in old road and running thence S. 45 W. 2-55 to a R. O. x3nm; thence S. 18 E. 17-50 to a stone; thence N. 88 $\frac{1}{4}$ E. 9.00 to a stone on a branch; thence N. 18 E. 2.00 to a R. O. xnm; thence N. 26 W. 6.50 to a R. O. xnm on old road; thence along said road S. 42 $\frac{1}{2}$ W. 1.30 to stake; thence N. 15 W. 5.50 to a stake; thence N. 35 W. 1.77 to a stake; thence N. 28 W. 1.73 to the beginning corner and containing ten acres.

N. 62 W. 3.50 to stake; thence N. 35 W. 2.82 to a stake.

In Presence of:

W. T. Patrick

J. M. Whitmire

S. C. Stamps \$.32

CENTRAL REALTY CORPORATION

Signed By: Wm. R. Timmons, President

J. P. Smith

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

Personally appeared before me Jas. M. Whitmire, who after being first duly sworn says; that he saw the within named Central Realty Corporation, by its President Wm. R. Timmons, and J. P. Smith, sign, seal and deliver the foregoing contract and that he with W. T. Patrick witnessed the execution thereof.

Sworn to before me this 4th day of October, 1943.

Ben C. Thornton

Jas. M. Whitmire

Notary Public for State of S. C.

Contract of Sale recorded this 5th day of October, 1943, at 12:15 P. M. #9660. By: C. L.