

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT between Henderson & McDowell, first party, and George Davis, 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 \$498.00 Dollars, besides interest from date at the rate of 6 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: \$25.00 as cash payment, and \$10.00 every thirty days hereafter until paid in full, upon the failure to miss one or more payments the entire amount will become due and payable at option of the seller herein mentioned. This property sold subject to any restrictions, rights of ways that the seller herein mentioned may hereafter record against same, Meaning to whom to be sold to, type of house buildings, fences, power lines and etc. Lot No. 30 of the property of Henderson & McDowell, on a plat known as Nichol Town No. 4, made by W. J. Riddle, C. E. Nov. 1943 to be recorded, said lot being 47 feet front 140 feet on the line joining Geo. Davis, being 72.5 on the rear line joining lot No. 31 (rear 137.4 on line joining lot No. 29.

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 (one) 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 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 16th day of November, 1943.

In the presence of:

J. H. Robinson
N. O. McDowell, Jr.

Henderson & McDowell (SEAL)
BY: N. O. McDowell,
First Party.
Geo. D. Davis (SEAL)
Second Party.

STATE OF SOUTH CAROLINA -- County of Greenville

Personally appeared before me Joe Roberson who being sworn says that he was present and saw Henderson & McDowell, by N. O. McDowell, First Party, and George Davis, Second Party, sign, seal and as their act and deed interchangeably deliver the above written contract; and that he with N. O. McDowell, Jr. witnessed the due execution thereof.

Sworn to and subscribed

J. H. Robinson

before me this 16th day of Nov. 1943.

N. O. McDowell, Jr.

Notary Public for S. C.

S. C. Stamps 20¢

Recorded November 16th, 1943 at 12:30 P. M. #11250 BY:E.G.