

CONTRACT OF SALE AND PURCHASE

S. C. Stamps 24¢

THIS AGREEMENT between J. E. Harmon, first party, and Harry Hicks, 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 Seven Hundred Seventy Five dollars with interest from date at the rate of 6% per cent per annum, payable quarterly until fully paid, together with all taxes, assessment, and insurance premiums, if any, in the following manner, to-wit: \$258.00 in cash, receipt of which is hereby acknowledged, and balance in _____ installments of \$43.00 per mo. each for a period of until Paid at which time any unpaid balance shall become due and payable, including the debt, interest, taxes, assessments and insurance premiums, if any, including interest, payable quarterly, upon any taxes and insurance premiums paid by the first party for the second party; 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., or in the County in which said property is located. 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 of 1/2 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.

All that certain piece, parcel or lot of land known and designated as Lot No. 3 & Part of Lot #5 (description on Back) in Block 1 of the property of J. E. Harmon, according to plat of Dalton & Neves, recorded in R. M. C. Office for Greenville County in Plat Book L, at page 153.

This sale is made subject to restrictions recorded in Book L, page 153, in R. M. C. Office for Greenville County.

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 6th day of April, 1944.

J. E. Harmon (SEAL)

First Party.

Harry Hicks (SEAL)

Second Party.

In the presence of:

T. Lee Redfearn

C. B. Martin,

State of South Carolina,

County of Greenville.

Personally appeared before me C. M. Martin, who being sworn says that he was present and saw J. E. Harmon, First Party, and Harry Hicks, Second Party, sign, seal and as their act and deed interchangeably deliver the above written contract; and that he with T. Lee Redfearn, witnessed the due execution thereof.

Sworn to and subscribed before me this 6th day of April, 1944.

C. B. Martin.

T. Lee Redfearn

Notary Public for S. C.

Said lot as covered by contract consists of all of lot 3 as shown on said Plat and the front portion of lot #5, to a depth of 106.2 ft. from Harmon Drive on each line. Title to be delivered to second party at time said lots are 1/2 paid for and mortgage on said lots are to be given 1st party for balance.

1st Party

J. E. Harmon

2nd Party

Harry Hicks

Recorded April 14th, 1944 at 4:48 P. M. #3957 BY:E.G.