

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

S.C. Stamps 12¢

CONTRACT OF SALE.

This agreement made and entered into at Greenville, South Carolina, this 5th day of May, 1944 by and between Clyde W. Watson of Greenville County, State of South Carolina, and Eleanor P. Ellison of Greenville County, State of South Carolina, witnesseth:

That the said Clyde W. Watson has sold, and does agree to convey in fee simple unto the said Eleanor P. Ellison, her heirs and assigns forever, by a good and sufficient deed of general warranty on or before the 1st day of May, 1945 upon payment by the said Eleanor P. Ellison of the consideration money hereinafter mentioned the following premises in Greenville County and bounded and described as follows:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in that section of Greenville County known as Sans Souci about two miles north of the City of Greenville, on McMakin Drive near the New Buncombe Road, said lot being known and designated as lot numbered fifty-nine (59) on plat recorded in the office of the R.M.C. for Greenville County in Plat Book "I" at page 32, and having the following lines, courses and distances:

Beginning at an iron pin on the southern side of a five (5) foot sidewalk running along McMakin Drive, joint corner of lots numbered fifty-nine (59) and sixty (60); and running thence along the side of said sidewalk, N. 79-28 E. 50 feet to an iron pin; thence S. 10-17 E. 150 feet to an iron pin, rear corner of lots numbered fifty-nine and lot numbered twenty-three (23) on Rogers Avenue; thence with the rear line of lot numbered twenty-two (22) facing Rogers Avenue, S. 79-28 E. 50 feet to an iron pin, joint rear corner of lots numbered 59 and 60; thence with the line of lot numbered 60 N. 10-17 W. 150 feet to the beginning corner.

Said property is in a restricted district and is sold subject to the following restrictions which constitute a part of the consideration therefor and shall be effective for a period of twenty-five years from the date hereof:-

1. Said property is to be used for residential purposes only.
 2. No house is to be built thereon at a cost of less than two thousand five hundred (\$2500.00) Dollars.
 3. No house is to be erected thereon nearer than twenty (20) feet of the southern side of said sidewalk running along McMakin Drive.
 4. Said property is not to be sold to any person of African descent.
- Together with all privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof.

And the said Eleanor P. Ellison for herself and for her heirs, executors, administrators and assigns does covenant to and with the said Clyde W. Watson, his heirs and assigns, that she will pay to the said Clyde W. Watson, his heirs and assigns, the sum of Three Hundred (\$300.00) Dollars, the consideration money for said premises in the manner following: Seventy-five (\$75.00) Dollars cash, the receipt whereof is hereby acknowledged, and the balance of Two Hundred Twenty-five (\$225.00) Dollars in monthly installments of Twenty (\$20.00) Dollars each beginning June 10, 1944, and a like sum on the 10th of each month thereafter until the full amount of Two Hundred Twenty-five (\$225.00) Dollars has been paid, together with interest at the rate of Six (6%) per cent per annum computed and payable monthly.

All assessments and taxes for the year 1944 are to be pro-rated as of the date of this contract. It is understood and agreed that the said Eleanor P. Ellison shall have the right to the immediate possession of the said above described premises. It is further understood and agreed by and between the parties to this agreement that if the said Eleanor P. Ellison fail to pay the said consideration money, or the assessments or taxes as herein stipulated then this agreement is to be void at the option of the said Clyde W. Watson.

IN TESTIMONY WHEREOF, the said Clyde W. Watson and Eleanor P. Ellison have hereunto set their hand and seal the day and year first above written.

In the Presence of:

Olive S. Syms
Benj. A. Bolt.

Clyde W. Watson (SEAL)
Eleanor P. Ellison (SEAL)

State of South Carolina.
County of Greenville.

Personally appeared before me Benj. A. Bolt, who on oath says: That he saw the within named Clyde W. Watson and Eleanor P. Ellison sign, seal and as their act and deed deliver the within instrument for the uses and purposes therein mentioned, and that he with Olive S. Syms witnessed the execution thereof.

Sworn to before me this 5th day of May, 1944.

Benj. A. Bolt.

Olive S. Syms (L. S.)

Notary Public for South Carolina.

Recorded May 5th, 1944 at 11:45 A.M. #4801 BY: E.C.