

TITLE TO REAL ESTATE

48782 PROVENCE-JARRARD CO.-GREENVILLE

SOUTH CAROLINA, GREENVILLE COUNTY

THIS CONTRACT AND AGREEMENT made and entered into this the 30 day of September, 1941 by and between Charles E. Jarrard, party of the first part, and B. G. Lollis, party of the second part,

WITNESSETH: For and in consideration of the sum of Twenty-three hundred dollars (\$2300), the said party of the first part does hereby agree to sell to the party of the second part the following described property, to-wit.:

All that tract or lot of land in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as Lot No. 11 of Piedmont Park, as appears by reference to plat thereof by C. M. Furman, Surveyor, dated March, 1925, recorded in the office of R. M. C. for the state and county aforesaid, in Plat Book F, at page 290, reference to which plat is hereby made for a more complete description; said property having located there upon a 5 room dwelling house,

in accordance with the terms and conditions hereinafter set forth.

IT IS AGREED that the said purchase price is to be paid in monthly installments of twenty-five dollars (\$25.00) per month, beginning September the 1, 1941, said payment being computed so that the payment will include principle and interest, it being further agreed that the said contract price is to bear interest at the rate of six per cent (6%) per annum.

IT IS AGREED THAT the party of the first part is to pay the taxes and insurance for and through the year 1941; it is further agreed that beginning January, 1942, the party of the second part is to assume and pay taxes and insurance, depositing with the party of the first part an insurance policy with comprehensive coverage in the amount of twenty-three hundred dollars (\$2300) to cover the year 1942, with proper loss payable clause to party of the first part, said policy to have marked on the face thereof "Premium paid"; and beginning January, 1942, the party of the second part is to pay, in addition to his payments of principal and interest, one-twelfth (1/12) of the estimated amount of taxes and insurance so that same may, and are to be, paid by the party of the first part; however, it is further agreed that if any amounts are paid over and above what the actual taxes and insurance amount to, such sums are to be refunded to the party of the second part at the expiration of each calendar year.

IT IS AGREED that when the sum of Five hundred dollars (\$500) has been paid by the party of the second part to the party of the first part, the said party of the first part does hereby agree to execute a Warranty Deed to the above described property to the said party of the second part, and the party of the second part agrees to execute to the party of the first part a Mortgage Deed and Note to cover the remaining unpaid purchase price.

IT IS AGREED that in the event the said party of the second part, if for any reason whatsoever, defaults in the fulfillment of this agreement, then, in that event, the money which has been paid to the party of the first part is to be considered as rent for the time said property has been occupied.

IT IS AGREED that the schedule of payments attached hereto is true and correct and that the said monthly payments will be made in accordance with said schedule which is hereby made a part of this contract and agreement.

IT IS AGREED that time is of the essence of this contract and that in the event of default in the payment of any one of the above described installments, the party of the first part, his heirs or assigns may, without notice, treat the remainder as due and collectible; however, the failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time.

IT IS AGREED that in the event of default in the payment of this obligation, if the same is collected by an attorney at law, the party of the second part agrees to pay all costs of collection, including a reasonable attorney's fee.

IT IS AGREED that the party of the second part hereby waives and renounces all rights to Exemption and Homestead provided by the laws and Constitution of South Carolina and the United States, against the enforcement of this obligation.

THIS CONTRACT AND AGREEMENT is executed in duplicate and it is agreed that either copy hereof shall be original evidence of the terms and conditions herein set forth.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this the day and year first above written.

Executed in the presence of:

Philip A. Scott

Wm. E. Baker

As to Charles E. Jarrard.

Charles E. Jarrard (SEAL)
Party of the first part.

Executed in the presence of:

Philip A. Scott

Wm. E. Baker

as to B. G. Lollis.

B. G. Lollis (SEAL)
Party of the second part.