

## TITLE TO REAL ESTATE

48752 PROVENCE - J. BEARD CO. - GREENVILLE

STATE OF SOUTH CAROLINA, )  
 COUNTY OF GREENVILLE. )

This agreement, made and entered into by and between L. O. Patterson, individually and as trustee (hereinafter referred to as the "vendor"), party of the first part, and Milton J. Whitmire and Margaret M. Whitmire, his wife (hereinafter referred to as the "purchasers"), parties of the second part, witnesseth:

That said vendor, in consideration of the various sums of money herein agreed to be paid to him by said purchasers, and of the various covenants herein undertaken by them, does hereby agree to sell to said purchasers the land hereinafter described for the sum of thirteen hundred dollars (\$1,300.00) to be paid as follows: three hundred dollars (\$300.00) in cash herewith and the remaining one thousand dollars (\$1,000.00) in monthly installments of not less than twenty-five dollars (\$25.00) each, the first installment to be paid on or before the tenth day of October, 1944, and each subsequent installment to be paid on or before the tenth day of each subsequent month until said purchase price be fully paid; the credit portion thereof to bear interest from this date at the rate of five per cent. per annum; the interest to the date of each payment to be deducted therefrom, and the balance of the payment to be credited on account of principal.

And said vendor hereby agrees to convey said premises to said purchasers by a good and marketable title in fee simple, free of incumbrances and with all necessary dower renunciations, upon payment of the full purchase price thereof, with interest, and full compliance with all the provisions hereof; said premises to be conveyed subject to the provisions of the "protective covenants" entered into by said vendor and others on October 18th, 1941, and recorded in the office of the Register of Mesne Conveyances for said county in Deed Book 238, page 289, and subject to the provisions of the power easement granted by said vendor to Duke Power Company on June 6, 1942, recorded in said office in Deed Book 248, page 207.

And said purchasers do hereby agree to buy the land hereinafter described, subject to the terms and conditions hereof, and to pay for the same in the manner above set forth; also ~~to return said land for taxation when conveyed to them), to be assessed at not less than seventy-five dollars (\$75.00), and to pay to said vendor their pro rata share of the taxes for the year 1944 and all the taxes for subsequent years (until said premises be conveyed to them) on that valuation, the intent hereof being that said purchasers assume the payment of all taxes and assessments hereafter accruing, with interest thereon until paid.~~

It is especially agreed by said parties that time is of the essence of this agreement; that payment, promptly when due, of all sums of money herein agreed to be paid by said purchasers and their strict compliance with all the terms hereof, shall be conditions precedent to their rights to receive a deed to said premises, and that if at any time any payment required to be made hereunder shall be in default and so continue for ten days after the same shall become due, then this agreement shall become and be null and void, at the election of said vendor, at the expiration of ten (10) days from the date of mailing by him to said purchasers, or either of them, at their post office address, which is 83 Easley Bridge Road, Greenville, S.C., a notice in writing of such default; and all sums paid him hereunder prior to the mailing of such notice shall thereupon be taken and considered as in purchase of an option for the time being, and shall be held and retained by said vendor free from all claims and demands whatsoever of said purchasers, and any and all rights of said purchasers in and to said premises shall then immediately cease and determine; provided that said purchasers may within the said ten-day period reinstate this agreement by paying in full all amounts in arrears, with interest.

It is agreed that the terms and conditions hereof shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto, but that said purchasers shall not transfer to any other person or corporation any rights hereunder without the written consent of said vendor.