

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT between E. Godfrey Webster, Agent for Mrs. Jessie D. Webster, First Party, and Nash Shamley, Huley Shamley, Curlie Shamley, Almata Robinson, and Pearlie Robinson, 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 Three Thousand Two Hundred Fifty & no/100 (\$3,250.00) Dollars, with interest from date at the rate of 6% per annum, payable monthly, until fully paid, together with all taxes, assessments, insurance premiums, if any, in the following manner, to wit:

\$250.00 in cash, receipt of which is hereby acknowledged, and balance in monthly installments of \$50.00, inclusive of interest, for a period of 12 months, beginning May 1, 1944; \$40.00 per month, inclusive of interest, per month thereafter until the full purchase price is paid; provided that failure to meet any installment as hereinabove stipulated for a period of 30 days shall render the entire debt forthwith due; and upon default in payment, the first party is hereby authorized and direction 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, toward 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 party of the first part shall have employed an attorney to act; and third, the balance, if any, to the second parties, or their heirs, executors, administrators, or assigns.

The First Party agrees and covenants to execute and deliver to the second parties, their heirs, or assigns a good and sufficient title in fee, free from all incumberances to said premises, upon payment in full of the sums stipulated above; and, in this connection, the second parties shall have 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 next to South corner of N. Leach St. and Douthit St. conveyed by S. E. Colvin, Jr., Conservator for Carolina Loan and Trust Co. to Jessie D. Webster, by deed dated 10-27-38, recorded in Vol. 206, Page 340, R. M. C. Office for Greenville County, South Carolina, Street No. 120 North Leach, in the City of Greenville.

This Sale is made subject to restrictions recorded in Book -----Page -----in R. M. C. Office for Greenville County, S. C.

This contract is binding upon the parties hereto, their heirs, administrators, executors, and assigns.

Witness the hands and seals of the parties hereto, at Greenville, S. C. this executed in duplicate, this the 8th day of April, 1944.

WITNESSES:

J. H. Robinson

B. H. Deason

E. Godfrey Webster, Agt. for Jessie D. Webster (SEAL)  
First Party.

Huley Shamley SEAL  
Noah Shamley SEAL  
Almeta Robinson SEAL  
Curlie Shamley SEAL  
Pearlie X Robinson X SEAL  
her mark

Second Parties.