

TITLE TO REAL ESTATE

46782 PROVENCE-J. BRAD CO.-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF Greenville.

Agreement entered into this March 29th, 1945, by and between Mrs. Grace R. Hudgens, hereinafter known as the Seller; and G. C. McElrath and Mrs. Olivia Smith McElrath, herein after known as the Buyers, Witnesseth:.

For and in consideration of the sum of Five Thousand Seven Hundred Fifty and no/100 Dollars, to be paid as hereafter designated, the Seller contracts to sell to the Buyers the following Real Estate, to-wit:

All that piece parcel or lot of land situate lying and being in the County and State aforesaid, within the City of Greenville, on E. Stone Avenue, known as 213 E. Stone Avenue, and accurately described by courses and distances in a plat made by Pickell & Pickell, Engrs. Jan. 11th, 1943, being formerly lot No. 19 and a portion of lot number 18 of Mountain City Land and Improvements Company. Reference to said plat is hereby craved and the Plat is made a part of this Agreement:

It is agreed by both Seller and Buyers that the following method of payment is adopted; Five Hundred Dollars, Cash, the receipt whereof is hereby acknowledge, Seven Hundred Fifty Dollars to be paid One Hundred Dollars on April 29th, 1945 and One Hundred Dollars on the 29th of each month thereafter until the sum of Seven Hundred Fifty Dollars, shall have been paid, together with six percent interest per annum, that when the said Seven Hundred Fifty Dollars shall have been paid as is herein set out, then the Seller covenants and agrees to Convey by Fee Simple, Full Warranty Deed said property and the Buyers covenant and agree to assume Forty-Five Hundred Dollars, together with accrued interest on said Forty-Five Hundred Dollars from March 29th, 1945 to the date of said Deed, with the exception of the assumption of this outstanding indebtedness the Seller agrees to convey free of all other liens and encumbrances.

It is further agreed that the Buyers are to go into possession of said property immediately upon the signing and sealing of this Agreement, the Buyers are to assume and pay the insurance premiums from this date, and the taxes to be assed against said property

It is further agreed that time is the exence of the contract and in the event the buyers fail to comply with the terms of this contract the amounts paid hereunder shall be retained by the seller as liquidated damages and rents.

In the event that the seller fails or refuses to comply with the terms of the said agreement she shall forfeit to the buyers the sum of Five Hundred Dollars to be collected before the cancelation of this Contract.

In Witness whereof the parties have hereunto set their hands and seals this March 29th, 1945.

In the presence of:

Ella R. Batson
C. A. Boling

Mrs. Grace R. Hudgens SEAL
 Seller
G. C. McElrath SEAL
and
Olivia Smith McElrath SEAL

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

Personally came Ella R. Batson and made oath that he saw the within named Mrs. Gracie R. Hudgens and G. C. McElrath & Mrs. Olivia Smith McElrath sign, seal and deliver the within written contract for sale of Real Estate and that he with C. A. Boling witnessed the execution thereof.

Sworn to before me this March 29th, 1945.

J. Frank Eppes (SEAL)

Notary Public for S. C.

Ella R. Batson
Witness.

S. C. Stamps \$2.12

Recorded March 30th, 1945 at 1:37 P. M. #3789 BY: E.G.