

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

This agreement made as of July 1, 1943, between Edith A. Wharton, Easley, South Carolina, hereinafter called the vendor, of the one part, and J. M. Grogan and A. B. Grogan, 204 Lois Street, Greenville, South Carolina, hereinafter called the purchasers, of the other part, witnesseth that the said vendor agrees to sell to the purchasers who who agree to purchase for the sum of Twenty-five Hundred (\$2500.00) Dollars that certain house and lot situate, lying and being in the city of Greenville, State of South Carolina and being known and designated as 204 Lois Street, Greenville, South Carolina, and more particularly described described as follows:

All that certain piece, parcel or lot of land situate lying and being in the state and county aforesaid in Ward four of the City of Greenville and having the following metes and bounds:

Beginning at an iron pin on the South side of Lois St., one hundred and eighty feet from the intersection of Lois St. and Oakland Ave., joint corner of Lots no. 21 and 22 and running thence with the line of Lot number 22 S. 34-50 W. 150 feet to an iron pin; thence N. 62-19 W. 60 feet to an iron pin, joint rear corner of Lots number 21 and 20; thence with the line of Lot Number 20 N. 34-50 E. 150 feet to an iron pin on Lois Street; thence with Lois Street S. 62-19 E. 60 feet to the point of beginning. Being known and designated as Lot Number 21 of a sub-division known as "Oakland Heights", according to a plat of record in the R. M. C. Office for Greenville County in Plat Book C at page 147.

This being the same lot of land conveyed to Edith A. Wharton by Central Realty Corporation by deed dated July 16, 1935, and of record in the R. M. C. Office for Greenville County in Volume 178, page 124.

The said vendor is to execute a fee simple general warranty deed to said property to the purchasers when they have paid the final installment on the purchase price with interest.

The vendees are to retain possession of the property so long as they shall promptly pay the installments hereinafter provided.

The purchasers agree to pay the consideration herein above stipulated at the rate of Twenty (\$20.00) Dollars per month as follows: \$20.00 on August 1, 1943 and \$20.00 on the first day of each succeeding month until the purchase price is paid in full with interest on the decreasing balance at the rate of seven (7) per centum per annum, computed monthly with the right to anticipate the whole or any part of balance at anytime; default in the payment of any installment to render the entire balance due and payable at the option of the vendor, and said vendor shall have the right to retain all payments made by the vendees hereunder as liquidated damages and as and for reasonable rental of said property and for the use, wear, and tear and depreciation thereof and not as a penalty. It is the intention of the parties under the plan of payment outlined to use the Twenty (\$20.00) Dollars to pay the interest on the decreasing balance and the remainder of the Twenty (\$20.00) Dollars after paying interest to be applied to principal curtailment.

The vendees agree to pay all taxes, both City, County and State accruing from this time forth promptly as and when due and if they do not pay said taxes according to this agreement the vendor may pay the same and include said amounts in the balance due under this contract. And the failure to pay said taxes shall constitute a breach of this agreement in like manner as the failure to pay a regular installment of the purchase price.

It is agreed by and between the parties hereto that state and county taxes for 1943 shall be prorated as of July 1, 1943. The vendor agrees to pay all city taxes for 1943.

The vendees agree to keep the house herein insured against fire and windstorm in the amount of Fifteen Hundred (\$1500.00) Dollars, and said policy shall contain a loss payable clause to the vendor to the extent of her interest and the vendor shall keep possession of the said policy. The vendees shall pay the premiums promptly as and when due and if they default in the payment of said premiums the vendor shall have the right to pay the same and include the amounts in the balance due under this contract. Default in the payment of the insurance premiums shall constitute a breach of this agreement in like manner as a default in a payment of the purchase price.

The insurance premiums for 1943 shall be prorated as of July 1st.

The vendees agree to keep the house in a good state of repair, reasonable wear and tear excepted.

The vendor hereby binds herself, her heirs, executors, administrators and assigns to the performance of this agreement.

Witness our hands and seals the year and day first above written.

Witness

As to Mrs.
Wharton

(J. A. Henry
(Helen Jones
(

Edith A. Wharton
Vendor