

TITLE TO REAL ESTATE

48782 PROVENCHER-J. BRAD CO.-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

This agreement, made and entered into by and between L. O. Patterson, as trustee (hereinafter called the "Trustee"), party of the first part, and Grover C. Fortner (hereinafter called the "Purchaser"), party of the second part, witnesseth:

That said trustee, in consideration of the sums of money herein agreed to be paid to him by said purchaser, and of the various covenants herein undertaken by said purchaser, does hereby agree to sell to said purchaser the land hereinafter described for the sum of six hundred dollars (\$600.00) to be paid as follows: One hundred dollars (\$100.00) at the time of the signing hereof, and the remaining five hundred dollars (\$500.00) in annual installments of one hundred dollars (\$100.00) each on the fourth day of May, 1946, 1947, 1948, 1949 and 1950, respectively, with interest thereon at the rate of six per cent. per annum from this date until paid in full; all interest not paid when due to bear interest at the rate of six per cent. per annum, with an attorney's fee of fifty dollars if any payment due hereunder be in default, or if any portion of said purchase price be collected by an attorney or by legal proceedings of any kind; the purchaser to pay his pro rata share of all taxes for the year 1945 on said premises and all taxes and assessments hereafter levied thereon, with interest. And said trustee hereby agrees to deliver to said purchaser a good and sufficient deed conveying a good and marketable title in fee simple to all said trustee's interest in said premises, free of encumbrances, upon full payment as aforesaid, and full compliance by said purchaser with all the terms hereof. And said purchaser does hereby agree to buy said premises and to pay for same as above stated.

It is especially agreed by said parties that time is of the essence of this agreement, that payment promptly when due of all sums herein agreed to be paid by said purchaser and his strict compliance with all the terms hereof shall be conditions precedent to his right to receive such deed, and that if at any time any payment required to be made hereunder shall be in default and so continue for twenty days after the same becomes due, then this agreement shall be and become null and void at the election of said trustee, and all sums theretofore paid hereunder shall be taken and considered as in purchase of an option for the time being, and may be held and retained by said trustee free from all claims and demands whatsoever, both at law and in equity, of said purchaser, and any and all rights of said purchaser in and to said premises shall then immediately cease and determine; and in such event, or if said purchaser shall fail to fulfill any other requirement hereof, said trustee shall become entitled to the immediate possession of said premises without notice or the necessity of legal proceedings, and may, in person or by agent, enter thereon and resume possession thereof and remove all occupants and other persons therefrom as tenants holding over after the expiration of their lease and for non payment of rent, or as trespassers; and said purchaser hereby waives notice of such default or entry and agrees to vacate said premises immediately and to surrender to said trustee the peaceable possession thereof in as good condition as they are in now.

It is further agreed by said parties that if said purchaser shall fail to pay, promptly when due, any sum required hereunder to be paid by him or to comply with any other provision hereof, or in the event of litigation or disagreement regarding the terms hereof, the occupancy of said premises or any other matter relating thereto, it shall be lawful for any judge of the Court of Common Pleas of South Carolina, or other court having jurisdiction, upon application to him, ex parte or otherwise, on behalf of said trustee, to appoint, with or without notice to said purchaser, a receiver, with or without bond, to take possession of said premises, lease the same, collect the rents thereof and apply the net proceeds thereof toward the payment of any amounts due or to become due to said trustee, without liability to account for anything more than sums actually received.

It is further agreed that the terms and conditions hereof shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

The land intended to be affected by this agreement is described as follows, to-wit: All that certain lot, piece or parcel of land situate, lying and being in said state and county, about a quarter of a mile south of the corporate limits of the City of Greenville, known and designated as Lot number thirty-three (33) of South Cherokee Park, as shown on a plat of same recorded in the office of the Register of Mesne Conveyances for said county in Plat Book "A", page 130, and having the following metes and bounds, according to said plat, to wit: Beginning at a stake on the southeast corner of Keowee Avenue and Saluda Street, and running thence S. 63 E. along Saluda Street 172 feet, more or less, to an alley; thence along said alley S. 27 W. 60 feet, more or less, to a stake on the corner of Lot No. 32; thence N. 63 W. 172 feet, more or less, along line of Lot 32 to a stake on Keowee Avenue; thence with said Avenue N. 27 E. 60 feet, more or less, to the beginning corner; this being the same lot conveyed to said trustee by Jones McCrorey on August 29th, 1940, by deed recorded in said office in Book 225, page 130.

In witness whereof the parties hereto have subscribed their names and affixed their seal to this agreement and to a duplicate thereof (both of which are originals and shall be so considered for all purposes whatsoever) on this the fourth day of May, A. D. 1945.

L. O. Patterson (L. S.)
As Trustee, party of the first part.