

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

Articles of agreement made this 13th day of August, in the year of our Lord One Thousand Nine Hundred and Forty-five, between Mrs. F. S. Buie, Party of the First Part, and Mrs. Jannie Shirley, Party of the Second Part,

W I T N E S S E T H:

That if the Party of the Second Part shall first make the payments and perform the covenants hereinafter mentioned on her part to be made and performed, the said Party of the First Part hereby covenants and agrees to convey and assure to the said Party of the Second Part in fee simple, clear of all encumbrances whatever, including waiver or dower and homestead, except as hereinafter provided, by a good and sufficient warranty deed the lot, piece or parcel of ground situated in the County of Greenville and State of South Carolina known and described as follows: Lot No. 123 according to a plat made by W. A. Adams and recorded in Plat Book in the R. M. C. Office for Greenville County and situated on corner of McDade and Summit Streets in City View, near the corporate limits. This is the same property conveyed by deed recorded July 1st, 1940 in Deed Book 223 at Page 267 in the R. M. C. Office for Greenville County by which Matilda Ann Merrill conveyed the same property to Mrs. F. S. Buie. Reference is made to said deed for a full description of this property.

And the said Party of the Second Part hereby covenants and agrees to pay to the said Party of the First Part the sum of Three Hundred and no/100 (\$300.00) Dollars in the manner following, payments to be made at Raleigh, North Carolina, to-wit: The sum of Twenty-five (\$25.00) Dollars at the signing and sealing of these presents, the receipt whereof is hereby acknowledged. The balance to be paid at the rate of Ten (\$10.00) Dollars per month payable on the first of each and every month beginning on September 1st, 1945. and continuing until paid in full, with interest at the rate of six (6%) per centum per annum to be computed and paid semi-annually on the whole sum remaining from time to time unpaid.

It is further expressly understood and agreed between the parties hereto that the Party of the First Part will continue paying taxes on the property until deed is given to the Party of the Second Part.

That no right, title or interest, legal or equitable, in the premises aforesaid or any part thereof shall vest in the Party of the Second Part until the delivery of the deed aforesaid by the Party of the First Part or until the full payment of the purchase price at the times and in the manner herein provided.

And in the case of the failure of the said Party of the Second Part to make any of the payments or any part thereof or perform any covenants hereof on her part hereby made and entered into, this contract shall at the option of the Party of the First Part, be forfeited and determined and the Party of the Second Part shall forfeit all payments made by her on this contract.

It is mutually agreed by and between the Parties hereto that the time of payment shall be of the essence of this contract and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals in duplicate the day and year first above written.

Witnesses:

Marshall H. Wuestenberg
Alice H. Pearson

As to Party of the First Part.

Ruth Garrett
J. Wiley Brown

As to Party of the Second Part.

Mrs. F. S. Buie
Party of the First Part .

Mrs. Jannie Shirley
Party of the Second Part.

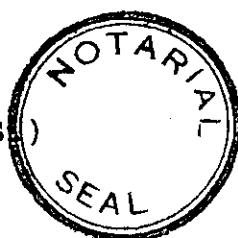
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PERSONALLY appeared before me Ruth Garrett and made oath that she saw the within named Mrs. Jannie Shirley sign, seal and, as her act and deed deliver the within written contract for the uses and purposes therein mentioned, and that she with J. Wiley Brown witnessed the execution thereof.

Sworn to before me this 13th
day of August, 1945.

J. Wiley Brown
Notary Public for South Carolina.

(L. S.)



Ruth Garrett