

State of South Carolina.

County of Greenville.

WHEREAS, J. W. Schumpert heretofore contracted to buy the lot of land hereinafter described from Dan D. Davenport, and

WHEREAS, before the completion of such purchase and sale, the said J. W. Schumpert contracted with the Greer Lumber Co., Inc. to construct and erect thereon a dwelling house and other improvements, and which dwelling and improvements the said Greer Lumber Co., Inc. has completed, and is ready to complete the contract and receive compliance with the terms thereof of and from the said J.W.Schumpert, but with which terms the said J. W. Schumpert has not complied; and it has been agreed that the title to the said property be taken in the name of and by the said Greer Lumber Co., Inc., and that the said Greer Lumber Co., Inc. and the said J. W. Schumpert enter into a contract and agreement of purchase and sale as between themselves covering both the price of said lot and the cost and expense of the erection and construction of said dwelling and improvements; now, therefore,

IT IS AGREED by and between the said Greer Lumber Co., Inc. and the said J. W. Schumpert that the said J. W. Schumpert is indebted unto the said Greer Lumber Co., Inc., in the sum of Thirty Nine Hundred and No/100 (\$3900.00) - - - - dollars for the balance of the purchase price of said lot and the improvements thus placed thereon by the said Lumber Co., and that the said Lumber Co. agrees to and does hereby bind itself, its successors and assigns, that upon payment by the said J. W. Schumpert of the said amount and sum of Thirty-Nine Hundred and no/100 (\$3900.00) - - dollars as aforesaid, the said Lumber Co. will convey by deed of general warranty, free of lien, the said lot of land with all the improvements now placed thereon, and which amount and sum the said J. W. Schumpert may, and to which he now agrees and binds himself, to repay, with interest thereon from this date at six per cent per annum, in monthly instalments of forty-five dollars (\$45.00) each calendar month from this date until principal and interest be paid in full, and also to pay all taxes assessed against the said property and all insurance premiums for fire and other coverages thereon; and that when the said Schumpert reduces the principal sum of said debt, exclusive of interest, taxes and insurance premiums, to the sum of twenty-two hundred fifty and no/100 dollars, then the said Greer Lumber Co. Inc. will execute and deliver deed thereto, by general warranty, upon execution and delivery by the said Schumpert of a note, secured by first mortgage on the said property, for the said sum of twenty-two hundred fifty dollars, the then remaining unpaid portion of the said purchase price (and all taxes, interest and insurance premiums to be paid in full to that date).

Should the said Schumpert at any time fail or refuse to meet the requirements herein stated, in any particular, then the said Schumpert from and after such default and failure will be and become a tenant at will of the said Lumber Co. Inc. of the said property, at a reasonable rental therefor, and all payments theretofore paid shall be retained by the said Lumber Co. as liquidated damages for the breach thereof; and in event of such failure and refusal to meet the said requirements, thus converting this agreement from one of purchase and sale to that of tenancy at will, then the said Schumpert agrees to vacate the said premises upon notice of not more than ninety days from the said Lumber Co., Inc. to so vacate, and upon his refusal then so to do, the said Lumber Co. may proceed to eject the said Schumpert without accountability for any sums or damages on such account.

Any modifications of this agreement shall be reduced to writing and signed by the parties to be bound hereby and thereby.

(Over)