

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

THIS AGREEMENT, made and entered into by and between BENJAMIN F. DURDLE, HEREINAFTER referred to as Party of the First part, and HAROLD R. WESTMORELAND and JAMES H. ALEXANDER, hereinafter referred to as Parties of the Second Part,

W I T N E S S E T H:

That the Party of the First Part agrees to sell to the Parties of the Second Part, their heirs and assigns, the following described real estate, to-wit:

The Northernmost of the two lots conveyed to Party of the First Part by deed of W. S. Batson, Trustee for M. G. Batson, dated March 29th, 1945, and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 273, at page 424, the said two lots being described as a whole as follows:

"All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being known and designated as the two Southernmost lots marked "sold" on plat of property of H. S. Sellers, recorded in Plat Book "N", at page 115, R. M. C. Office for Greenville County, S. C., and being more particularly described as follows:

BEGINNING at a stake on the East side of Cherrydale Drive, at Southwest corner of Lot conveyed to Maggie Stancil by deed recorded Deed Book 259, page 243, and running thence with her line almost due East 150 feet, more or less, to the Southeast corner of her lot; thence South 8-30 E. 83.4' to a stake at the Northeast corner of Lot No. 1, as shown on said plat; thence with line of said lot S. 60-30 W. 123.4 feet to a stake on the East side of Cherrydale Drive; thence with said Drive N. 26-0 W. 109 feet to a stake; thence continuing with said Drive N 10-45 W. 20 feet to the beginning corner."

The property herein agreed to be sold is delineated on plat referred to above, is the lot immediately south of the property belonging to Maggie Stancil, and has upon it a 6-room duplex residence.

The agreed sale price of said property is Three Thousand Seven Hundred Fifty and 00/100 (\$3,750.00) Dollars, payable as follows: Seven Hundred and Fifty (\$750.00) Dollars cash upon the execution and delivery of this agreement, the balance to be due and payable at the rate of Thirty-five (\$35.00) Dollars per month, due and payable on the \_\_\_ day of each and every month hereafter until paid in full, all of said deferred payments to bear interest at the rate of 6% per annum, to be computed semi-annually.

The Party of the First Part agrees that upon the payment of monthly payments as above specified aggregating Five Hundred (\$500.00) Dollars he will make and execute to Parties of the Second Part a deed of conveyance to said property, free and clear of any and all liens and encumbrances, and accept, a mortgage upon the above described premises for the balance then remaining due upon the purchase price thereof.

It is mutually agreed by and between the parties hereto that the Party of the First Part reserves for himself a small tool house now upon the property herein agreed to be sold, and that the said Party of the First Part will remove the same within a reasonable time. The Party of the first Part shall have possession of the property until Apr. 11, 1946.

It is further mutually understood and agreed by and between the parties hereto that time is of the essence of this contract, and that if the Parties of the Second Part shall be in arrears or in default in payment of the monthly payments hereinabove agreed to be made for a period of sixty (60) days, or more, or shall fail to comply with any of the other terms of this contract, then and in that event the Party of the First Part shall have the right to treat the Parties of the Second Part as a tenant holding over after the expiration of his lease, and this contract shall become null and void, and all payments made by the Parties of the Second Part to the Party of the First Part hereunder, shall be retained by the Party of the First Part as legal or liquidated damages. PROVIDED the Party of the First Part exercises this right within a period of ninety (90) days after he becomes entitled to exercise same.

The Parties of the First Part shall pay all taxes upon said property from the date of this contract, and shall also pay the premiums on all fire insurance carried on the house on said premises henceforth.