

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

-THIS AGREEMENT, made and entered into by and between J. W. Finley and Ruth C. FINLEY, hereinafter referred to as the Sellers, and AGNES INEZ TULLOS, hereinafter referred to as the Purchaser,

W I T N E S S E T H: -

The Sellers hereby agree to sell and convey to the Purchaser, her heirs or assigns, the following described real estate, to-wit:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, and being known and designated as Lot No. forty-nine (49) on a plat of property of J. R. West, made by Dalton & Neves, December, 1939, and recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "D", at pages 312-317, the said lot having, according to said plat, the following metes and bounds, to-wit:

BEGINNING At an iron pin on the East side of Fourth Avenue, North, joint corner of Lots Nos. 48 and 49, and running thence with line of Lot No. 48, N. 77-36 E. one hundred seven and four-tenths (107.4) feet to an iron pin in rear line of Lot No. 30; thence with line of Lot No. 30, N. 16-50 W. seventy and five-tenths (70.5) feet; thence S. 74-38 W. one hundred two and six-tenths (102.6) feet to an iron pin on the East side of Fourth Avenue, North; thence with said Avenue S. 12-42 E. sixty-five (65) feet to the beginning corner, being the same lot conveyed to J. W. and Ruth C. Finley by Ruth K. Batson by deed dated July 15th, 1946, and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book No. 295, at page 149.

The agreed sale price of said property is the sum of Five Thousand (\$5,000.00) Dollars, payable as follows: The purchaser hereby agrees to assume and pay that certain mortgage made and executed by J. W. Finley and Ruth C. Finley to Bug Norris in the principal sum of Thirty-five Hundred (\$3500.00) Dollars, due and payable \$35.00 each and every month beginning August 15th, 1946, the said mortgage being dated July 15th, 1946, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Mortgage Book No. 347, at page 195; One Thousand (\$1,000.00) Dollars cash upon the execution and delivery of this agreement, the balance of Five Hundred (\$500.00) Dollars to be due and payable at the rate of Fifteen (\$15.00) Dollars per month beginning September 26th, 1946, and continuing until September 26th, 1947, when the entire balance due shall then become due and payable, together with interest thereon at the rate of 6% per annum to be computed and paid monthly. The purchaser hereby covenants and agrees to pay upon the said \$500.00 indebtedness the sum of approximately \$300.00 which she expects to receive from the U. S. Government within the next two to three months.

The Sellers hereby agree that upon the payment of the entire Five Hundred (\$500.00) Dollars deferred payments above mentioned and described that they will make and execute to the said Purchaser a deed of conveyance to said property, free and clear of any and all liens and encumbrances of record, except the above mentioned and described mortgage given by J. W. Finley and Ruth C. Finley to Bug Norris in the principal sum of \$3500.00, which said mortgage the Purchaser herein is hereby assuming, as a part of the purchase price of said property.

IT IS HEREBY MUTUALLY AGREED by and between the Sellers and the Purchaser that time is of the essence of this contract, and that if the said Purchaser shall fail to pay and be in default in the payment of the balance due upon this contract of Five Hundred (\$500.00) Dollars at the expiration of one year from this date, then and in that event the Sellers hereunder shall have the right to treat the Purchaser hereunder as a tenant holding over after the expiration of her lease, and this contract shall become null and void, and all payments made by the Purchaser to the Sellers hereunder, shall be retained by the Sellers as legal or liquidated damages accruing to the Sellers through their inability to sell the property herein described to any other party, PROVIDED, the Sellers exercise this right within a period of sixty (60) days after the Purchaser becomes in default under this contract and the Sellers become entitled to exercise the same.

The Purchaser hereunder shall pay all taxes upon the said property from the date of this contract, and shall also pay the premium on all fire insurance carried on the house on said premises henceforth.

The Purchaser hereby agrees to purchase the premises hereinabove mentioned and described and to pay the purchase price therefor as hereinabove set forth, and agrees to all the terms and conditions of this contract as hereinbefore set forth.

IT IS FURTHER SPECIFICALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the main purpose and intent of this contract is to prevent putting the Sellers herein in the position of holders of a second mortgage for the deferred payments, aggregating \$500.00, due hereunder, and that upon the payment of the said Five Hundred (\$500.00) Dollars at any time on or before August 26th, 1947 the Sellers herein will immediately make and execute to the Purchaser herein a good and sufficient deed to the premises herein described, all as above set forth.

This contract shall be binding upon ourselves, our heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals, on this the 26th day of August, 1946.