

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

This agreement, made and entered into by and between Andrea C. Patterson, hereinafter called the "seller", and G. E. Bradshaw and S. H. Weathers, hereinafter called the "purchasers, witnesseth:

That said seller, in consideration of the sums of money herein agreed to be paid to hereby said purchasers, and of the various covenants herein undertaken by them, does hereby agree to sell to said purchasers the land hereinafter described for the sum of thirteen hundred dollars (\$1,300.00), to be paid as follows: five hundred dollars at the signing of these presents and the remaining eight hundred dollars in monthly installments of not less than fifty dollars (\$50.00) per month, the first installment to be paid on or before the first day of November, 1946, and subsequent installments on or before the first day of each month thereafter, until the purchase price be fully paid, with interest on the credit portion of same from October 3, 1946, at the rate of six per cent. per annum, to be computed and paid semiannually, all principal or interest not paid when due to bear interest at the said rate, together with an attorney's fee equal to ten per cent. of the balance unpaid thereon if any payment due hereunder be in default or if this contract be put into the hands of an attorney for collection or adjustment or if any part of the purchase price be collected by an attorney or by legal proceedings. And said seller hereby agrees to convey said premises to said purchasers by a good and marketable title in fee simple, free of encumbrances (except taxes for the year when such conveyance is made), upon payment of the full purchase price, with interest and attorney's fee, if any, and compliance by said purchasers with all the provisions hereof.

And said purchasers do hereby agree to buy said premises on the terms and conditions hereof and to pay for same the said sum of thirteen hundred dollars in the manner above prescribed; also to pay one-third of the 1946 taxes thereon and all taxes for subsequent years until the end of the year when said deed is made, with interest on such taxes from dates of payment, and that said premises are to be conveyed to them subject to the terms of the "clearance permit" granted to Southern Bell Telephone & Telegraph Company, Inc., dated April 16, 1942, and to the following covenants, which said grantees, by accepting this deed, bind themselves and their heirs and assigns to fulfill, to-wit:

(1) No part of said premises shall be sold, rented or otherwise disposed of to, or be occupied by, any person wholly or partly of African descent.

(2) No whisky, beer or other spirituous liquor shall be sold or disposed of nor shall any noxious or offensive trade or activity be carried on upon any portion of said premises, nor shall anything be done thereon which may render other premises in said said block of land less valuable. The word "Block," used in this covenant as a description of the area to be affected by these restrictions, shall be deemed to include all the land bounded by Washington Avenue, the old White Horse Road and Gordon Street, except the lot measuring 200 by 200 feet in the southeast corner thereof, conveyed to Jones F. West, by deed recorded in Book 79, page 335.

(3) All buildings on any part of said premises shall be substantial and of good appearance, and said premises shall be maintained in neat and attractive condition.

(4) These covenants shall run with the land and bind said grantees and all persons claiming under them until the last day of December, 1985, at which time said restrictions shall be automatically extended for successive periods of ten years each unless by vote of the then owners of all lots in said block it be agreed to change some or all of said restrictions in whole or in part.

(5) Said grantees and their heirs, executors, administrators and assigns shall be amenable to such reasonable sanitary rules and regulations as may be agreed upon from time to time by a majority of the property owners in said block.

(6) As these covenants are intended for the protection of all such owners, it shall be lawful for any of them to institute and prosecute any proceedings at law or in equity against any person or persons or corporations violating or attempting to violate any such covenant, for the purpose of preventing such violation or of recovering damages or other dues therefor.

It is especially agreed by the parties hereto that time is of the essence of this agreement, that payment promptly when due of all sums herein agreed to be paid by said purchasers and their strict compliance with all the terms hereof shall be conditions precedent to their right to receive such deed, and that if at any time any payment required to be made hereunder be in default and so continue for twenty days after the same become due, then this agreement shall become and be null and void at the election of said seller, and all sums theretofore paid hereunder shall be taken and considered as in purchase of any option for the time being and may be held and retained by said seller free from all claims and demands whatsoever of said purchasers,