

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

This contract dated the 30th day of April, 1947, by and between Annie B. Montgomery hereinafter referred to as the Seller and John B. A. Burns hereinafter referred to as the Purchaser.

That in and for the consideration hereinafter expressed and set forth, the Seller agrees to sell to the purchaser the following described real estate, to-wit:

All that piece, parcel or lot of land in Greenville Township, Greenville County, South Carolina, in Ward One of the City of Greenville, on the southeast side of Buncombe Street, and having the following metes and bounds:

Beginning at an iron pin on Buncombe Street at the northwest corner of the lot of Margaret A. LeGrand and running thence along line of that lot, S. 54-00 W. 150 feet to iron pin; thence N. 36-00 W. 52 feet to stake; thence N. 54-00 E. 150 feet to stake on Buncombe Street; thence along line of said Buncombe Street S. 36-00 E. 52 feet to beginning corner, being the same conveyed to Annie B. Montgomery by D. P. Montgomery by deed dated October 24, 1946 and recorded in the R. M. C. Office for Greenville County in Deed Book 301, page 118.

The Purchaser agrees to buy the above described real estate and to pay therefor a total consideration of six thousand dollars, payable as follows, to-wit:

May 1, 1947	\$100	April 1, 1948	\$100
June 1, 1947	100	May 1, 1948	100
July 1, 1947	100	June 1, 1948	1500
August 1, 1947	100	July 1, 1948	100
September 1, 1947	100	August 1, 1948	100
October 1, 1947	100	September 1, 1948	100
November 1, 1947	100	October 1, 1948	100
December 1, 1947	100	November 1, 1948	100
January 1, 1948	1500	December 1, 1948	100
February 1, 1948	100	January 1, 1949	1200
March 1, 1948	100	Total	\$6000

The Purchaser expressly agrees to make the monthly payments above mentioned and to further pay interest to the Seller on the first day of each and every month at the rate of five percent.

It is expressly agreed between the Seller and purchaser that on June 1, 1948, when the sum of forty-two hundred dollars has been paid, the Seller will deliver to the Purchaser a deed conveying good fee simple title to said property, free and clear of liens and encumbrances and the Purchaser agrees at that time to execute to the Seller a purchase money note and mortgage for the sum of eighteen hundred dollars, with said balance of eighteen hundred dollars payable as hereinabove set forth. It is further agreed that said note and mortgage for the balance of eighteen hundred dollars will bear interest at the rate of five percent per annum to be computed and paid monthly.

It is expressly agreed between the Seller and Purchaser that the Purchaser shall have the right to anticipate the entire balance due on the first day of any month during the term of this contract and upon payment of the entire balance due to receive a deed from the Seller conveying good fee simple title to said premises, free and clear of liens or encumbrances.

It is further expressly agreed that in the event the Purchaser shall fail to make any payment within ten days after the due date as hereinabove set forth, that the Seller shall have the right to declare this entire contract null and void, by giving to the Purchaser written notice of such cancellation. In the event of such default by the Purchaser, the Purchaser expressly agrees that all payments made by him prior to such default shall be forfeited by the Purchaser and retained by the Seller.