

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

THIS AGREEMENT made at Greenville, S. C. the day and year herein-after mentioned, witnesseth, that we, G. A. Foscoley, J. D. Hall and S. L. Cox of Greenville, South Carolina, hereinafter called Seller, hereby agree to sell and convey to James P. Cole an, hereinafter called Buyer, and the Buyer agrees to purchase, upon the terms and conditions hereinafter expressed, Lots Nos. 29 and 30 as shown on the plat of Lee L. Mansoy property near the City of Greenville, S. C., in Paris Mountain Township, said plat made by L. C. Hill on May 3, 1948 and recorded in the REC Office for Greenville County, S. C. in Plat Book "S", page 117.

The Buyer agrees to pay the seller for said lots the sum of Forty-Six Hundred Forty-Five and no/100 (\$4,645.00) Dollars, payable *SIX HUNDRED FIFTEEN (\$615.00)* in cash, (receipt whereof is hereby acknowledged), and the balance to be paid as follows \$150.00 on the first of April, 1953, and \$150.00 on the first day of each and every month thereafter until the purchase price is paid in full, with interest on the unpaid balance at the rate of 5% per annum, to be computed and paid monthly, with the right on the part of the Buyer to anticipate any part or all of the unpaid balance on any interest payment date.

The following are the terms and conditions of this contract:

(1) It is agreed that the Seller shall pay all regular taxes and installments of assessments (should any be due) accrued and payable in the year 1952 and the Buyer shall pay all taxes and assessments of every name, kind or nature whatsoever which shall accrue or become payable subsequent to December 31, 1952 that may be levied, assessed or payable against said lot.

(2) When the purchase price and all assessments (should any be levied) and taxes and interest at the rate of five (5%) per cent per annum on the deferred installments of the purchase price have been paid, the Seller will deliver to the Buyer a warranty deed conveying said lot in fee simple, free and clear of all encumbrances, excepting such as the Buyer may have incurred or suffered to become a lien thereon.

(3) If any assessments be not paid when due, or if the monthly payments be more than thirty days delinquent, the Seller may at his option either