

FILED
GREENVILLE CO. S. C.

The State of South Carolina
COUNTY OF GREENVILLE

MAY 2 4 29 PM 1959

OLLIE FAIRBANKS
R. M. C.

KNOW ALL MEN BY THESE PRESENTS: I, GUY B. FOSTER,

.....have agreed to sell to

JERRY L. PAINTER a certain lot or tract

of land in the County of Greenville, State of South Carolina, Grove Township, with the improve-
ments thereon, on the south side of Osteen Road, and being shown as Lot No. 2 on
plat of the property of T. H. Hunter, et al, prepared by H. S. Brockman, Surveyor,
October 6-7th, 1953, and having the following courses and distances, to-wit:
BEGINNING at iron pin on the South side of Osteen Road, corner Lot No. 1 and thence
dividing Nos. 1, 2 and 3 lots, S. 24-12 E. 100 feet to iron pin; thence Westerly a new
line, S. 72-09 W. 75 feet to an iron pin; thence Northerly N. 22-30 W. 109 feet to
iron pin on South side of said Osteen Road; thence therewith S. 76-36 E. 16 feet to
iron pin; thence N. 73-18 E. 59 feet to iron pin, the beginning point.

and execute and deliver a good and sufficient warranty deed therefor on condition that he shall
pay the sum of Three Thousand Eight Hundred Eighty Seven & No/100 Dollars in the following manner

One Hundred and No/100 Dollars (\$100.00 cash herewith, receipt of which is hereby
acknowledged), and \$50.00 per month commencing December 16, 1957, until the prin-
cipal unpaid balance is \$2,700.00 at which time a good warranty deed will be delivered
and the said \$2,700.00 financed by security mortgage.

~~and the full purchase price is paid,~~ with interest on same from date at six per cent, per annum
until paid to be computed and paid annually, and if unpaid to bear interest until paid at same rate as
principal, and in case said sum or any part thereof be collected by an attorney. or through legal proceed-
ings of any kind. then in addition ~~the sum of~~ ten per cent (10%) ~~thereof~~ for attorney's fees, as is
shown by promissory note of even date herewith. The purchaser agrees to pay all taxes while this
contract is in force.

It is agreed that time is of the essence of this contract, and if the said payments are not made when
Guy B. Foster
due, he shall be discharged in law and equity from all liability to make said deed, and may
treat said Jerry L. Painter as tenant holding over after termination,

~~and shall be entitled to claim and recover, or retain if~~
already paid the sum of Fifty (\$50.00) and No/100 dollars per month for rent, or
by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we have hereunto set our hand^a and seal^s this 16th day of
November A. D., 1957.

In the presence of:

Guy B. Foster (Seal)
Edward R. Harner (Seal)
Jerry L. Painter (Seal)

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