

4. This Contract cannot be assigned without the written consent of the Sellers.

5. Upon the payment of the purchase price, as herein specified, the Sellers agree to execute and deliver to the Purchaser a fee simple, good and marketable title to said property, clear of all liens and encumbrances. When the balance has been paid down to \$4,000.00, the Purchaser will execute and deliver to the Sellers a Purchase Money Mortgage for \$4,000.00 payable as provided in Paragraph 2 herein.

6. Should the Purchaser violate any of the terms and provisions of this Contract, or should he default in the payment of any monthly payment above specified, or any interest become past due, then the Sellers shall have the right to declare this Contract forfeited and retain all sums heretofore paid by the Purchaser as rent. Should the Purchaser default in any payments herein specified, or should he violate any of the other provisions of the Contract, he agrees to quietly and peacefully vacate said premises and deliver same over to the Sellers.

7. There is being executed as a part of this Contract a Promissory Note in the same amount and in like tenor as above specified, and same shall be a part and parcel of the Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their Hands and Seals in duplicate, the day and year first above written.

In the Presence of:

<u>W. Harold Arnold</u>	<u>J. T. Looper</u>	(LS)
<u>Oliver F. Mitchell</u>	<u>Lena A. Looper</u>	(LS)
	SELLERS	
	<u>James E. Daniel</u>	(LS)
	PURCHASER	

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

P-R-O-B-A-T-E

PERSONALLY APPEARED before me, Obera F. Mitchell, and made oath that she saw the within named J. T. Looper and Lena A. Looper, as Sellers, and James E. Daniel, as Purchaser, sign, seal and as their act and deed, deliver the within written Sales and Purchase Agreement, for the uses and purposes therein stated, and that she with W. Harold Arnold witnessed the execution thereof.

SWORN TO before me
this 1st day of June, A. D., 1957.
W. Harold Arnold (Notary Public for South Carolina)

(2)

Recorded March 10, 1959 at 2:31 P. M. #23262