

The State of South Carolina  
COUNTY OF GREENVILLE

JUL 29 9 01 AM 1961

KNOW ALL MEN BY THESE PRESENTS: E. W. Bailes and McLain Hall

..... have agreed to sell to  
Ethel C. Durham

..... a certain lot or tract of land in the County of Greenville, State of South Carolina, containing 55 acres, more or less, and situate on Boling Road in Gantt Township, and also situate on Saluda River and being more particularly described in deed of W. A. Winstead to E. W. Bailes and McLain Hall dated November 29, 1960 and recorded in the R. M. C. Office for Greenville County in Deed Book 663, Page 509. The sellers herein agree to deed to the purchaser upon request and without further payment one (1) acre of the above described tract at such location as designated by the purchaser, together with water rights to the spring located on the property and heretofore used as a water source. As to the remaining 54 acres, more or less, the sellers agree to

execute and deliver a good and sufficient warranty deed therefor on condition that purchaser shall

pay the sum of Twenty Seven Thousand Five Hundred & No/100 Dollars in the following manner \$3759.82 by conveyance to sellers by purchaser of equity in property on Church Street and the balance of \$23,740.18 due and payable \$100.00 on the 10th day of each month, commencing August 10, 1961 and then commencing on August 10, 1962 the sum of \$150.00 on the 10th day of each month thereafter. Payments to be applied first to interest, balance to principal.

until the full purchase price is paid, with interest on same from date at 6 per cent, per annum until paid to be computed and paid ~~annually~~ monthly 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 proceedings of any kind, then in addition the sum of Ten Per Cent (10%) of balance ~~thereof~~ for attorney's fees, as is

shown by her note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force. When the principal balance has been reduced to \$15,000.00 the sellers agree to deed the property to purchaser and take a purchase money mortgage for the balance at \$150.00 per month at 6%.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due, sellers shall be discharged in law and equity from all liability to make said deed, and may treat said purchaser as tenant holding over after termination, or contrary to the terms of a lease and shall be entitled to claim and recover, or retain if already paid the sum of Thirty Six Hundred and No/100 dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we have hereunto set our hands and seals this 25th day of July A. D., 1961

In the presence of:

Rebecca A. Daniel E. W. Bailes (Seal)  
McLain Hall (Seal)  
Sellers

Agreed:

Ethel C. Durham  
Purchaser

(Continued on Next Page)

This Bond for title cancelled this 21st day of June 1963.

Witness: Ethel C. Durham

SATISFIED AND CANCELLED OF RECORD  
26 DAY OF June 1963  
Allie Zamaworth  
R.M.C. FOR GREENVILLE COUNTY, S. C.  
76