

AUG 28 12 26 PM 1963

BOOK 731 PAGE 39

State of South Carolina. : OLIE T. NEWORTH
County Of Greenville, : R.M. Bond For Title Of Real Estate.

KNOW ALL MEN BY THESE PRESENTS; That I J.A. Barry, Sr. of Fountain Inn, S.C. have agreed to sell to Nathaniel Peters and wife Bernice Brewer Peters a certain lot or tract of land in the County of Greenville, State of South Carolina, on Thrift Street, Parker District; ALL That piece, parcel or lot of land with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, and being described in a deed given to me by J.L. Ginn on the 19th. day of July 1962 and recorded on the same day in the Office of R.M.C. Greenville County, South Carolina, as having the following meyes and bounds to Wit:

Beginning at an iron pin at corner of Lot No.7 on "A" Street, now known as Thrift Street, and running thence North 50 feet to an iron pin; thence in an Easterly direction 150 feet, more or less, to an iron pin; thence in a Southerly direction 50 feet to an iron pin; thence in a Westerly direction 150 feet, more or less, to the beginning corner and being lot No.8 according to a survey made by George Ellis, September 28, 1939.

But for a more recent description of this Lot reference is made to a Survey made for me by C.O. Riddle, in November 1962 and recorded in R.M.C. Office Greenville County in Plat Book C.C.C. at Page 57, in which this Lot is designated as Lot No.1 and in which the description is as follows, To-wit:

Beginning at an iron pin at corner of Lot of Estell Takis Estate on Thrift Street ("A" Street) and running thence N43 + 34E 50 feet to an iron pin at corner of Lot No.2; thence S45 - 57E 176.3 feet to an iron pin; thence S47 - 36W 50 feet along the line of Alvin Eugene Smith to an iron pin; thence N45 - 57W 172.7 feet to the beginning corner.

The Grantor does hereby agree to execute and deliver a good and sufficient warranty deed therefor on condition that they, the Grantees, shall pay the sum of Thirty-Six Hundred (\$3600.00) Dollars in the following manner, to-wit:

Three Hundred (\$300.00) Dollars in cash, receipt whereof is hereby acknowledged and a balance of Thirty-Three Hundred (\$3300.00) Dollars to be paid \$10.15 on August 24, 1963 and \$10.15 on August the 31st. 1963; and the balance to be paid monthly on the first day of each month, beginning on the first day of September 1963 at the rate of \$40.60 per month for a period of 120 months or Ten Years, until the full amount is paid. These payments include interest at the rate of Six per cent (6%) and annual taxes and insurance on the property. The Grantee are to pay all taxes and insurance premiums along with their payments and interest monthly while this contract is in force and these expenses have been figured and added and included in the specified payments above.

Should any of these payments not be made when due, then these payments will be added to the principal and bear interest at the same rate as the principal, and in case sum or any part thereof be collected by an Attorney or through legal proceedings of any kind, then in addition the sum of Ten percent (10%) will be added for Attorneys fees, as is shown by their note of even date herewith.

Should the purchasers wish to Re-finance this paper or pay off this obligation in full at any time, they will be privileged to do so whenever they may so desire.

It is agreed that time is of the essence, and if said payments are not made when due, Grantor then shall be discharged in Law and Equity from all liability to make said deed, and may treat said Grantees as tenants holding over after termination or contrary to the terms of Grantors lease, and shall be entitled to claim and recover, or retain if already paid the sum of \$480.00 per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof they have hereunto set their hands and seals this 21st. Day of August A.D. 1963.

In the presence of:

James Sutherland
J.H. Barry

J.A. Barry Sr. (SEAL)

Nathaniel Peter (SEAL)

Bernice Brewer Peters (SEAL)

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Witness Olie Tompkins R.M.C. J.A. Barry