

FILED

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The State of South Carolina
COUNTY OF GREENVILLE

OLLIE FARNSWORTH.
R. M. C.

I, C. C. Tharpe

KNOW ALL MEN BY THESE PRESENTS:

..... have agreed to sell to

Billy Joe Carter and Frances Annette Carter a certain lot or tract

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, with the buildings and improvements thereon, situate, lying and being on the east side of Paris View Drive (formerly West Fairview Avenue) in that area recently annexed to the City of Greenville, in Greenville County, State of South Carolina, being shown as Lot 38 on Plat of Druid Hills, made by Dalton and Naves, Engineers, January, 1947, recorded in the R.M.C. Office for Greenville County in Plat Book P, page 113, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Paris View Drive at joint front corner of Lots 38 and 39; and running thence with the line of Lot 39 N. 71-21 E. 148.6 feet to an iron pin; thence S. 43-11 E. 51.2 feet to an iron pin; thence with the line of Lot 37 S. 70-21 W. 168.6 feet to an iron pin on the east side of Paris View Drive; thence with the east side of Paris View Drive N. 18-39 W. 50 feet to the beginning corner.

and execute and deliver a good and sufficient warranty deed therefor on condition that they shall pay the sum of Six Thousand Five Hundred and No/100----- Dollars in the following manner \$53.12 per month commencing July 1, 1963 and \$53.12 on the 1st day of each and every month thereafter

until the full purchase price is paid, with interest on same from date at 5 3/8 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 ~~dollars~~ for attorney's fees, as is shown by our note of even date herewith. The purchaser agrees to pay all taxes ~~whenever due~~ contract taxes and hazard insurance after December 31, 1968.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due I shall be discharged in law and equity from all liability to make said deed, and may treat said Billy Joe Carter and Frances Annette Carter as tenant's holding over after termination, or contrary to the terms of said lease and shall be entitled to claim and recover, or retain if already paid the sum of Fifty-Three and 12/100----- dollars per ~~year~~ 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 s and seal s this 29th day of November A. D., 19 63

In the presence of:

Margie A. Hill C. C. Tharpe (Seal)

Edward Ryan Hamner Billy Joe Carter (Seal)

Frances Annette Carter (SEAL)

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Satisfied and cancelled this 14th day of December, 1964
Billy Joe Carter
Frances Annette Carter