

JUL 8 11 25 AM 1965

BOOK 777 PAGE 199
SUB-DIVISION

CONTRACT FOR DEED

OLLIE FARNSWORTH
R.M.C.

State of South Carolina }
COUNTY OF GREENVILLE }

THIS AGREEMENT made and entered into this 5 day of February, 1965

by and between **PINK BAYNARD** Greenville County,
South Carolina, hereinafter called the Seller and ROBERT R. BARBER & wife,
of 3204 SW 23rd Terrace, Miami 45, Florida
(Dade County) hereinafter called the Buyer.

WITNESSETH: The seller hereby contracts and agrees to sell to the Buyer, and the Buyer hereby agrees to buy, at the price and upon the terms hereinafter set forth, the following described lot or parcel of land situate in the County of Greenville, State of South Carolina, to-wit:

Lot or tracts (22.60 & 4 acres) West Oaklawn Township
as recorded in Vol. WW, pg. 551 & Vol. 74, pg. 509 which is duly recorded in the R. M. C. Office for

Greenville County, S. C., in Plat Book _____, at Page _____, reference to which is hereby made; and the said property is sold and shall be conveyed subject to the following restrictions, covenants and conditions, to-wit:

BEGINNING on a stone in public road 3XNM; thence S88E 4.43 to center of spring 3XNM; thence S85BE 29.50 to a stone 3XNM; thence N78W 19.10 to a stone 3XOM; thence S30.75E 96 links to a stone 3XOM; thence N77W 19X 21.02 to a stone 3XNM on public road; thence down said road 12.05 to the beginning corner and containing 22.60 acres. Also, adjoining tract of 4 acres having the following metes and bounds: Beginning at a rock 3X running S29W 8.50 to a rock 3X, Pink Baynard's corner; thence S76.50E 14.10 to a rock 3X; thence straight back to the beginning corner, being a part of tract 3 on plat of land conveyed to us by J. W. Gray, master by deed dated December 15, 1913. Purchaser's pay taxes & insurance.

The purchase price which the Buyer shall pay for the said lots is the sum of \$4,850.

which money shall be paid as follows: \$50.00 in cash, the receipt of which is hereby acknowledged; and \$200.00 to be paid by March 4, 1965, then the balance shall be paid in monthly installments of \$75.00 each, beginning one month from this date, the deferred payments to bear interest at the rate of 6% per annum.

All deferred payments are to be made at the WADE H. STACK CO. ex 207 City Curb Market Bldg. Greenville, S. C. or when notified to Mr. Pink Baynard, Rt. 2, Pelzer, S. C.

Upon full payment of said purchase price of said property and interest thereon as the same becomes due and payable, the Seller covenants to convey the said property or cause the same to be conveyed to the Buyer or his assigns, by deed with general warranty, free and clear of all liens and encumbrances, save and except taxes not now due and payable and subject to the reservations and conditions set forth herein and on said plat.

The Buyer agrees to pay the said purchase price of said property in the manner and at the time above set forth, time being declared of the essence of this contract, and in the event of thirty (30) days default by the Buyer in making any of the payments herein provided for, then, at the option of the Seller all rights and interest of the Buyer under this agreement may thereupon be declared terminated by the Seller, and in such event all money paid by the Buyer under the provisions of this agreement may be retained by the Seller as rental of said property, and said contracts shall thereafter be cancelled, or the Seller may take and enjoy any other remedy which may be proper in the premises.

This contract is executed by the Buyer with the understanding and agreement that the property herein described has been inspected by the Buyer, or his duly authorized agent, and has been purchased by the Buyer solely as the result of such inspection, and the agreement herein contained, and not upon any inducements, representations, agreements, conditions or stipulations by any person whatsoever not fully set forth herein, and this Contract for Deed embodies the entire agreement between the Seller and the Buyer relative to the property described herein.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

WITNESS:

C. W. Owens
Wade H. Stack
J. H. ...
...

By Pink Baynard (Seal)
Robert R. Barber (Seal)
Buyer

Mary Elizabeth Thomas Barber

Your Copy (CONTINUED ON NEXT PAGE)