

It is expressly agreed, by and between the parties to this agreement, that if any one of said installments, or the interest accrued thereon, shall not be paid when due, then all of said installments remaining unpaid shall at once become due and payable, at the option of the first party.

The party of the second part further agrees to keep the building now on said land, or which may hereafter be erected thereon, insured for not less than \$ 4200.00, in a solvent insurance company approved by the party of the first part, for the benefit of the party of the first part as their interest may appear, and to place and keep the policy of such insurance with the party of the first part, and to pay all taxes and assessments of every description whatsoever that may be levied or assessed upon said land or any part thereof, from and after the date of these presents.

In case default shall be made by the party of the second part, his heirs, executors, administrators or assigns, in any of the conditions above stipulated to be performed by him it shall and will be lawful for the party of the first part, if they so elect, to treat this contract as thenceforth void, and to re-enter upon said premises at any time after such default, without serving on the party of the second part, or any person holding under him a notice to quit said land; and in case this contract shall be so treated as thenceforth void, the party of the second part, or those claiming under him, shall thenceforth be deemed a mere tenant at will under said party of the first part, and be liable to be proceeded against without notice to quit under the provisions of the law regulating proceedings in cases of forcible detainer; and the party of the first part, in such case, shall be at liberty to sell the land and premises to any person whatsoever, without being liable in law or in equity to the party of the second part or any person claiming under him for any damages in consequence of such sale or to return any payments made on account of or under this contract, and the payments that shall have been made may be retained by the party of the first part as stipulated damages for the non-performance of this contract on the part of the party of the second part.

Now, if the party of the second part, his heirs, executors, administrators or assigns, shall well and truly, pay the full purchase money aforesaid, with interest, taxes, assessments and insurance, at the time and in the manner above stipulated, then on the full receipt thereof, and not otherwise, the said party of the first part, their heirs, executors, administrators or assigns, shall well and truly make and deliver, or cause to be made and delivered, to said party of the second part, on surrender of his duplicate contract, a good and sufficient Warranty Deed of the land aforesaid, subject to any mechanic's lien or incumbrance caused by the acts of the second party, and subject to the conditions, restrictions and stipulations herein named; otherwise free from any and all incumbrances, save taxes and assessments, due and to become due, which said second party assumes.

And I, we, Lynn O. Braithwaite & Edith A. Braithwaite, my husband & wife, in consideration of the making of the payments by the second party as herein provided for, and of one dollar to me paid, the receipt whereof is hereby acknowledged, consent to the terms of the foregoing contract and bind myself to unite in the aforesaid deed and therein release all my right and expectancy of dower in the premises above described to said second party. his heirs or assigns.

In Witness Whereof We hereunto set our hands, this 27th day of May in the year of our Lord one thousand nine hundred and sixty-nine.

Signed and acknowledged in the presence of
Berta Benda
Eleanor Sykes
Peggy M. Kinsey
Edward Ryan Harner
Lynn O. Braithwaite
Edith A. Braithwaite
John M. Jolly

The State of OHIO)
CUYAHOGA County,) ss. Before me, a Notary Public in and for said County, personally appeared the above named

Lynn O. Braithwaite and Edith A. Braithwaite

who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio this 27th day of May A. D. 1969

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) SS:

Eleanor Sykes
Notary Public

SWORN to before me and subscribed in my presence by John M. Jolly this 9th day of June, 1969.

Edward Ryan Harner
Notary Public

ELEANOR SYKES, Notary Public
My Commission Expires Jan. 14, 1974

My Commission Expires January 1, 1970



Lynn O. Braithwaite and Edith A. Braithwaite

TO

John M. Jolly

June 25th 1969
Filed
Atd, May 27th 1969

Deed to Pass

McDONALD and COX
ATTORNEYS AT LAW
203 LAVINIA AVE.
CLEVELAND, OHIO
R. M. C. for Cuyahoga County, S. C. at 11:20 o'clock A.M. July 1, 1969
Recorded in Deed Book 871 at page 51

R. M. C. for G. C. S. C.
This instrument prepared by:
MARSTON G. BERGMANN
Attorney at Law
6465 Pearl Road
Cleveland 30, Ohio
886-4341

Recorded July 1, 1969 At 11:28 A.M. # 32

750 JUL 1 1969 1.75