

Q. Q. Q.

State of South Carolina,
County of Greenville.

(Agreement)

This Memorandum of agreement made and entered into at Greenville S.C. this 19th, day of August, A.D. 1910, between Annie B. Thruston, party of the first part, and J.M. Fortner party of the second part, Witnesses:

That subject to the terms and conditions herein expressed the party of the first part agrees to convey by fee simple deed unto the party of the second part, free from any lien or incumbrance, the following described tract or lot of land, to wit: All that certain piece, parcel or lot of land, situate and being in South Carolina in Greenville County in the City of Greenville, containing one acre, to have an acre frontage on Nona Street and an acre frontage on Thruston Street, being the corner acre between Thruston and Nona Streets, North of Nona Street and West of Thruston Street. That the party of the second part shall pay the cash sum of one hundred dollars at the signing and sealing of these presents, and the further sums of three hundred dollars per year until the amount of the purchase price has been paid, and also the interest on the balance due of the purchase price from the date of this contract at eight per cent per annum, payable annually, all interest unpaid when due to bear interest at the same rate as the principal until paid. That the purchase price is one thousand dollars. That the party of the second part has the privilege to anticipate any or all payments at any time during the existence of the agreement. It is agreed by and between the parties to this contract that if the second party pays the sum of three hundred dollars on or before one year, and the interest due to the date of the payment, then the party of the first part shall give unto the party of the second part a good fee simple deed for the said land, with general warranty, upon the party of the second part executing unto the party of the first part a mortgage to secure the remaining payments under the same terms herein above mentioned, said deed to convey said land free from any lien or incumbrance. The party of the second part agrees not to lease or sell any of said lot to any person of African descent. It is further agreed that if at any time before the payment of the first three hundred dollar installment, the party of the second part shall erect a good substantial six room frame dwelling house on said lot, to cost not less than six hundred dollars, and shall insure the same for not less than three-fourths of its value and shall assign the insurance unto the party of the first part as security and shall execute a good and sufficient mortgage securing the balance due on his contract to the party of the first part, then the party of the first part shall execute her deed unto the party of the second part covering said lot to the party of the second part as aforesaid. That time is of the essence of this agreement and that if the party of the second part shall fail to make the payments herein provided then he shall not be entitled to a deed to said lot, and he shall forfeit the hundred dollars already paid as damages for failure to carry out his agreement herein expressed.

Witness our hands and seals this day and year above written.

Witnesses:

James Bates, As to J.M. Fortner.
H.K. Townes,
H.K. Townes,
Geo. B. Thruston, AS to Mrs. Annie B. Thruston.

Annie B. Thruston (Seal)
J.M. Fortner, (Seal)

State of South Carolina,
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Personally appeared before me H.K. Townes who upon oath says; that he saw the within named Annie B. Thruston and J.M. Fortner, each sign the foregoing attached agreement, for the uses and purposes therein set forth, and that he with James Bates as to J.M. Fortner witnessed the execution thereof, and as to Annie B. Thruston, with Geo. B. Thruston. Sworn to before me this 19th, day of August A.D. 1910.

P.A. Bonham, (Seal)
Notary Public for S.C.

H.K. Townes.