

State of South Carolina,

County of Greenville.

This agreement made and entered into between W.H. Keith, party of the first part, and E.M. Davis, party of the second part, at Greenville, South Carolina, this day of September, 1922, Witnesseth That the said party of the first part agrees to sell unto the said party of the second part all that certain lot of land situate in the County and State aforesaid, being a part of the lands of the Melrose Land Company, known as "Melrose", said lot being known and designated on a plat of said lands made by Carter & Pringle, Surveyors, which plat is recorded in the R.M.C., Office in and for Greenville County, State of South Carolina, as Lot Number "21" of Block A, fronting fifty feet on Melrose Avenue, and being the same lot of land conveyed to W.H. Keith by T.P. Cothren, Jr., subject to the terms, limitations and conditions herein mentioned.

That the fixed price for said property is Nineteen hundred Dollars (\$1,900.00), One hundred dollars (\$100.00) of which is this date paid, receipt of which is hereby acknowledged, the balance of Eighteen hundred Dollars (\$1,800.00) to be paid in the manner and form following, that is to say: Thirty Dollars (\$30.00) on October first, 1922, and thirty Dollars (\$30.00) on the first day of each calendar month thereafter for a period of two years (2 yrs.) at which time the balance then unpaid shall become due and payable at the option of the party of the first part, all of the payments are to bear interest at the rate of eight per cent (8%) until paid in full, interest payable semi-annually, interest unpaid when due to bear interest at the same rate as principal. The party of the second part agrees to pay the party of the first part the sum of Thirty Dollars (\$30.00) on October first, and a like sum on the first day of each calendar month thereafter for a period of two years (2 yrs.) at which time the balance of principal and interest is to become due and payable at the option of the party of the first part; that in addition to the said monthly payment of thirty Dollars (\$30.00) each month, the said party of the second part agrees to keep insured against loss by fire the house on said land in the name of the party of the first part and pay for the premiums in a good fire insurance company for the amount of insurance now carried on said house; to pay all taxes promptly when due and payable, and to keep the buildings on said lot in good repair and condition at his expense.

If the party of the second part shall well and truly pay said sum of money with interest aforesaid from this date, then the party of the first part agrees to make unto him, his heirs and assigns a good fee simple deed to said land, free from all liens, but the party of the second part must also have paid all taxes, insurance premiums and have kept his obligation under this contract. Upon the party of the second part becoming in default in any of the said monthly payments for a period of more than sixty days after any payment becomes due, then this contract is not to be treated as a contract of sale, but shall be treated by the parties as a lease, and all sums received by the party of the first part, which shall amount to Thirty Dollars (\$30.00) each month, the insurance premiums, taxes and proper repairs of said property shall be taken and retained as rent by the party of the first part for said premises, and the party of the first part shall have the right to eject said party of the second part as a tenant holding over after the expiration of his lease and for non-payment of rent, and any surplus received above said amount, shall be returned to the said party of the second part or their legal representatives, and that time and the conditions herein are of the essence of this agreement, and no subsequent indulgence by the party of the first part in payments shall operate to change the written terms of this agreement -

(Over)