

Telephone 5161

Franklin National Life Building
(Ground Floor)

Purchase and Sales Contract

CAINE REALTY AND MORTGAGE CO.
REALTORS
"SERVICE BEYOND THE CONTRACT"
GREENVILLE, S. C.

Real Estate
Mortgage Loans
General Insurance
Leasing
Rentals
Property Management

Date: June 27, 1938.

This memorandum between R. M. Caine hereinafter called the Seller, and George Guy and Mrs. Una T. Guy hereinafter called the Purchaser, witnesseth:

That the Seller agrees to sell the Purchaser the land hereinafter described for the sum of \$5,000.00 Five Thousand & no/100 Dollars, to be paid as follows:

Five Hundred (\$500) Dollars cash herewith represented by the equity in a 1937 model Lincoln Zephyr, license No. D-20-680, on which there is an unpaid balance of indebtedness of \$339 and a charge of \$15.00 for transferring this debt from Guy to Caine. The \$4,500 balance of the purchase price is to be paid at the rate of \$40.00 per month on the first day of each month in advance, commencing July 1, 1938. These payments are to be credited first to monthly interest on the diminishing balances, interest to be calculated at 6%, and the balance to be applied to principal.

Purchaser agrees to execute a mortgage on mortgages to close any loan which R. M. Caine may be able to arrange to finance the \$4,500 deferred purchase price and agrees to pay one-half of all expenses incident to closing such loan or loans. Until such time as most suitable refinancing can be arranged this sale will be handled with a purchase and sales contract. deferred payments to bear interest from July 1, 1938 at the rate of six (6%) per cent. per annum; and to be secured by note of the purchaser and mortgage of the premises, conveyance to be made when the full purchase price is paid or secured to be paid as provided above. And the Purchaser agrees to buy the land hereinafter described and pay for same as above stated. The Seller agrees to convey by good warranty deed free from encumbrances except as above stated.

Possession of the house and lot not to be guaranteed before August 1, 1938.

Deal to be closed, taxes, interest, rents and insurance to be prorated as of July 1, 1938.

Description of land: All that piece or parcel of land on the South side of W. Prentiss Avenue, near the City of Greenville, S. C. known as #302 W. Prentiss Avenue, together with all improvements thereon now situate.

In presence of:

J. Hudson Williams
D. A. J. Quigly;
State of South Carolina,
County of Greenville.

R. M. Caine
Geo. Guy
Mrs. Una T. Guy

L. S.
L. S.

Personally appeared before me J. Hudson Williams and made oath that he saw the within named Mrs. Una T. Guy, Geo. Guy, & R. M. Caine sign, seal and as their act and deed, deliver, the within instrument, and that he with A. J. Quigly witnessed the execution thereof.

Sworn to before me, this July 1, 1938

Chas. N. Mobley (SEAL)

Notary Public, S. C.

J. Hudson Williams.

S. C. Stamps \$1.00

Recorded this the 1st day of July, 1938 at 10:52 A. M. #8048 BY: E.G.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

ASSIGNMENT

For value received, I, R. M. Caine, the owner and holder of the within contract for sale of Lot West Prentiss Avenue to Geo. Guy and Una T. Guy, do hereby assign, set over and transfer all my right title and interest in said contract to Sarah M. Folk, her heirs and assigns, with a balance due on said contract of Four Thousand, Four Hundred, Sixty and no/100 (\$4,460.00) Dollars, with interest thereon at the rate of 6% per annum from the First day of July, 1938, together with taxes and fire insurance premiums paid thereon, said Geo. Guy and Una T. Guy having defaulted in said contract, and the legal title to said premises having been conveyed to said Sarah M. Folk. Witness my hand and seal this the 18th day of August, 1942.

Witnesses:

D. R. Cain
Mary L. Shaw

R. M. Caine (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

(OVER)

For Assignment in connection with this Contract see Bottom of this Page.

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