

CONTRACT OF SALE AND PURCHASE

THIS AGREEMENT between Jane G. Hammond first party, and T. B. McCall and Junia Morrison McCall, second party, witnesseth:

1. That the first party agrees to sell, and the second party agrees to buy the premises hereinafter described, upon the following terms:

2. The purchase price is the sum of One Hundred Seventy-five and no/100 Dollars, besides interest from date at the rate of 5% per cent per annum, payable annually until fully paid, and all taxes, assessments, and insurance premiums from the date hereof, in the following installments, to-wit:

- \$35.00 Paid in cash, receipt of which is hereby acknowledged;
- 140.00 To be paid in 23 equal monthly installments of \$5.83 each beginning April 25, 1940 and one installment in the amount of \$5.91. Interest on the unpaid balance of said installments being at the rate of 5% per annum, paid quarterly and is to be computed on a monthly reduction basis.

until debt, interest, assessments, and insurance premiums, including interest, payable annually upon any taxes and insurance premiums paid by the first party for the second party shall have been fully paid; provided that failure to meet three (3) successive installments as hereinabove stipulated will render the entire debt forthwith due; and upon default in payment, the first party is hereby authorized and directed to sell the said property for cash, at public auction, on the ground or in Greenville, S. C., after advertising the time and place of said sale by posting notice thereof at two or more places in Greenville County, S. C., the said notices to be posted three (3) weeks before the time fixed for the sale; and convey the premises to the purchaser at such sale in fee; and at such sale any of the parties hereto, or their assigns, may bid; the proceeds of such sale to be applied as follows: First, to costs of such sale; second, towards the payment of the balance due upon the second party's contract for the purchase of the land, besides interest thereon, and ten (10%) per cent of amount due as attorney's fees, in the event the first party shall have employed an attorney to act; and, third, the balance, if any, to the second party, his or her heirs, executors, administrators, or assigns.

3. The first party hereby covenants and agrees to execute and deliver to the second party, his or her heirs or assigns a good and sufficient title deed in fee, free of incumbrance to said premises, upon payment in full of the sums stipulated above; and, in this connection, the second party has the privilege of anticipating the unmatured installments and paying the full amount due at any time during the life of this contract.

DESCRIPTION OF PROPERTY

All that certain parcel and piece of land being in Greenville Township, Greenville County, South Carolina and being a part of the Jane G. Hammond property known as Langley Heights Subdivision. Beginning one-half way between joint corners of Lot 86 and 87 and Lot 86 and 85 and running along said Ligon Street S. 35-29 E. 25 feet; thence N. 49-12 E. 293.5 feet to a corner on Brushy Creek; thence N. 25-48 W. approximately 26.8 feet; thence S. 49-12 W. 293.5 feet more or less to a point of beginning. Said tract of land being the south eastern one-half of Unit #86 of the Langley Heights Subdivision.

This contract binding upon the parties hereto, their heirs, administrators, executors and assigns. Witness the hands and seals of the parties hereto, at Greenville, S. C., executed in duplicate, this 25th day of March, 1940.

In the presence of:
R. O. Tuten

Jane G. Hammond (SEAL)
First Party
T. B. McCall (SEAL)
Second Party
Junia Morrison McCall

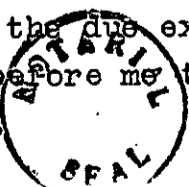
State of South Carolina,
County of Greenville.

Personally appeared before me R. O. Tuten who being sworn says that he was present and saw Jane G. Hammond, First Party, and T. B. McCall and Junia Morrison McCall Second Party, sign, seal and as their act and deed interchangeably deliver the above written contract; and that he with Harry Lynch, witnessed the due execution thereof.

Sworn to and subscribed before me this 25 day of March, 1940.

R. O. Tuten

W. B. Ramsey,
Notary Public for S. C.



S. C. Stamps \$0.08

Recorded March 25, 1940 at 2:35 P. M. #4104 BY: E. G.