

ARTICLES OF AGREEMENT, Made this 10th day of September, A. D. 19 63
 BETWEEN MORTGAGE INVESTMENT TRADERS, INC., a Corporation
608 Tampa St., Tampa, Fla.
 party of the first part Jim McCrary and wife Alberta McCrary
106 Minus Street, Greenville, S. C.

parties of the second part,

WITNESSETH, That if the said parties of the second part shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the said parties of the second part, their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances whatever, by a good and sufficient deed, ~~with abstract~~, the lot, piece, or parcel of ground situated in the County of _____

Greenville, State of South Carolina, known and described as follows, to-wit: All that lot of land on Prosperity Avenue in Greenville Township, State and County aforesaid, designated as Lot No. 1 on Plant of Property of Helen Williams McCullough made by J. C. Hill, L.S., and recorded in the R.M.C. office for Greenville County in Plat Book No. WW, Page 133, and being more particularly described according to said plat as follows: - Beginning on the West side of Prosperity Avenue at intersection of Drive, thence South 74 - 30 W. 38.5 feet to point, thence S. 62W. 62.3 feet to corner of Lot #1, thence N. 29 - 50 W. 61.7 feet along drive to corner of Lot #2, thence N. 60 - 10W. 100 feet along line of Lot #2 to corner thereof, thence S 29 - 50 E. 71.7 feet to point of beginning. === Being part of same property conveyed to Helen Williams

(SEE BELOW FOR BALANCE OF DESCRIPTION)
 and the said parties of the second part hereby covenant and agree to pay to the said party of the first part the sum of FOUR THOUSAND & NO/100 (\$4,000.00) Dollars in the manner following: ONE HUNDRED DOLLARS & NO/100 (\$100.00) down, the receipt whereof is hereby acknowledged, and FORTY & 44/100 (\$40.44) Dollars per month, first payment being due September 10th, 1963, and on the 10th day of each and every month thereafter, said monthly payment including

~~with~~ interest at the rate of six (6) per centum per annum, payable monthly ~~annually~~ on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 1963, and to keep the buildings upon said premises insured in some Company satisfactory to the party of the first part in a sum not less than \$4,000.00 Dollars during the term of this agreement. And in case of failure of the said parties of the second part to make either of the payments or any part thereof, or to perform any of the covenants on their part hereby made and entered into, for the space of 30 days, this contract shall, at the option of the party of the first part, be forfeited and terminated and the parties of the second part shall forfeit all payments made by them on this contract; and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by them sustained and the said party of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor.

(Description cont'd) McCullough by Julia Williams by deed dated April 24, 1952 and recorded in the R.M.C. office for Greenville County Deed Book 477, Page 334.

IT IS MUTUALLY AGREED, by and between the parties hereto, that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

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| <u>Thara Welley</u> | <u>MORTGAGE INVESTMENT TRADERS, INC.</u> |
| <u>Thelma Thompson</u> | <u>H. O. Tinsley, President, (Seal)</u> |
| <u>Dorcas James Sampson</u> | <u>K. R. Bumgardner, Asst. Secy. (Seal)</u> |
| <u>Gonest Talbert</u> | <u>Jim McCrary (Seal)</u> |
| | <u>Alberta McCrary (Seal)</u> |