

FILED

SEP 27 4 43 PM '73

VOL 985 PAGE 33

DONNIE S. TANKERSLEY  
R.H.C.

The State of South Carolina  
COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS: we, J. L. Banks and Barbara Banks,  
..... have agreed to sell to  
Lewis Browning and Vira M. Browning,..... a certain lot or tract

of land in the County of Greenville, State of South Carolina, lying and being near the City of Green-  
-ville, and being more particularly described as Lot No. 103, Section 1, Hatch Street, as  
shown on a plat entitled "Subdivision For Abney Mills, Brandon Plant, Greenville, South  
Carolina", made by Dalton & Hoves, Engineers, Greenville, S. C., February 1959, and re-  
corded in the Office Of The R. M. C. For Greenville County, in Plat Book "99" at Pages  
56 and 59. According to said plat the within described lot is also known as No. 9 Hatch  
Street, and fronts thereon 69 feet.

This is the identical property conveyed to Charles F. Simmons and Louise C. Simmons by  
deed of James A. Lindsey dated January 31, 1964, and recorded in the R. M. C. Office  
For Greenville County, South Carolina, in Deed Book 741 at Page 229.

As a part of the consideration herein J. L. Banks and Barbara Banks agreed to assume and  
pay the balance of \$2,983.47 on that certain mortgage given by Charles F. Simmons and  
Louise C. Simmons to Carolina Federal Savings And Loan Association in the face amount of  
\$3,700.00, dated January 31, 1964, and recorded in the R. M. C. Office For Greenville  
County, South Carolina, in Mortgage Book 947 at Page 470.

and execute and deliver a good and sufficient warranty deed therefor on condition that they shall  
pay the sum of (\$5,000.00) Five Thousand and No/100..... Dollars in the following manner  
Payable at \$55.00 dollars per month beginning October 1, 1973, each and every month...

..... until the full purchase price is paid, with interest on same from date at 8%..... per cent, per annum  
until paid to be computed and paid annually, and if unpaid to bear interest until paid at same rate as  
principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceed-  
ings of any kind, then in addition the sum of \$1,000.00..... dollars for attorney's fees, as is  
shown by a..... note... of even date herewith. The purchaser... agrees to pay all taxes while this  
contract is in force. Purchaser agrees to keep \$5,000.00 active in insurance during purchase  
period.

It is agreed that time is of the essence of this contract, and if the said payments are not made when  
due... we... shall be discharged in law and equity from all liability to make said deed, and may  
treat said... as rent..... as tenant... holding over after termination,  
or contrary to the terms of... a... lease and shall be entitled to claim and recover, or retain if  
already paid the sum of (\$660.00) Six Hundred Sixty and No/100..... dollars per year for rent, or  
by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we..... have hereunto set our hand... and seal this 21th... day of  
September..... A. D., 19 73.

In the presence of:

J. L. Banks..... (Seal)  
Barbara Banks..... (Seal)

(continued on next page)

4328 RV-2