

Lot 400
House 1600

(Purchaser's Contract 50 Ø)

No. Lot 21.

2000.

Traxler Real Estate Company
Greenville, S. C.
Purchaser's Contract.

This Contract.

WITNESSETH, That Traxler Real Estate Company, of the County of Greenville, South Carolina, has bargained and sold to E.M. McMillan of the County of Greenville, State of S.C. for the sum of Two thousand Dollars the following described real estate in the County of Greenville, State of S.C., to-wit:

Lot No. 21, Block A. Mt. View with house a duplicate of J.C. Peace house on E Stone Ave. except poach, which side is to be left off side and only the front part built, house to be complete in 60 day unless providential hinderance.

Of the purchase price Fifty Dollars have been paid and are deposited with Traxler Real Estate Company, and the balance is payable as follows: \$50.00 when house is complete and Sixteen 66/100 Dollars each succeeding month, with 8 per cent, interest in deferred payments secured by note & mortgage.

The Seller will furnish upon demand, and payment of balance due a good warranty deed to the property.

The Buyer, E.M. McMillan is to have thirty days for the examination of Deed and report to the seller any defects in the title.

If the title be found to be defective, the seller agrees to have the defect rectified within a reasonable time, which is not to exceed thirty days, from the date of the notice of such defects; but in case such defects in the title cannot be rectified within that period and no extension of time is had between the parties, this contract is to be null and void and the money deposited aforesaid to be returned to the buyer.

If upon examination, after such rectifications, (if they are required) as the seller may be able to make, it is found that the seller has a good title in fee to the property, they agree, upon receipt of the remainder of the full consideration as hereinbefore set forth, to deliver to the buyer, or order a warranty Deed thereto, duly executed, conveying full title to the property, including homestead interest, if any existing free and clear of all taxes as follows: Upon demand.

It is hereby provided that upon such delivery of Deed or tender thereof, if the buyer fails to comply herewith on his part, in paying or delivering as hereinabove stipulated, the remainder of the purchase price or consideration, then the money deposited as aforesaid shall be retained by the seller to apply on such damage as the seller may sustain by reason of the breach of said contract by the buyer, and upon failure or refusal of the said buyer to comply with the covenants and agreements herein made by said buyer, this contract may either be enforced by the seller by a suit or a specific performance, or the seller may have recourse to an action for damages, or if the seller shall so elect, said contract may be declared cancelled from any further liability of the buyer.

TIME IS THE ESSENCE OF THIS CONTRACT.

IN WITNESS WHEREOF, the said parties have hereunto set there their hands and seals this 25, day of Sept. 1911

Purchaser E.M. McMillan (SEal)

Traxler Real Estate Company (Seal)
By D.B. Traxler, Manager.

State of South Carolina,
Greenville County.

Personally appeared before me Wm. G. Serrine who being duly sworn says, that D.B. Traxler, Manager of Traxler Real Estate Company, and E. McMillan duly acknowledged the execution of the within agreement, in his presence and the presance of Julia D. Charles.

Sworn to before me this,
-- day of January, 1912.

Wm. G. Serrine

Walter M. Scott, (SEal)
Notary Public, S.C.

Recorded January 31st, 1912.

258
State of South Carolina,
County of Greenville.

For Value received, Furman University a corporation hereby releases the within described tract of land from the lien of the mortgage executed by Annie B. Walker to Furman University to secure the sum of Twenty one hundred and forty (\$2,140.00) Dollars, said mortgage being dated March 20th, 1900, and recorded in R.M.C. Office for Greenville County in Mortgage Book "UU" page 97.

Wilton H. Earle,
H.C. Miller,

Furman University.
B.E. Geer, Treas.

State of South Carolina,
County of Greenville.

Personally appeared before me Wilton H. Earle who being duly sworn says that he saw B.E. Geer as Treasurer of Furman University sign, seal and as the act of said corporation deliver the above written Release, and that he with H.C. Miller witnessed the execution thereof.

Sworn to before me this
25th, day of March, 1912.

Wilton H. Earle

H.C. Miller (L.S.)
Notary Public for S.C.

(For the deed to this Release, see deed book Volume 19, at page 107)

Recorded April 2nd, 1912.