

State of South Carolina }
County of Greenville }

Know all men by these presents: That J. I. Farmer hereinafter designated as "Owner" has agreed to sell to E. R. Phillips, Jr. hereinafter designated as "Purchaser" a certain lot of land situated in the County and State aforesaid and described as follows: All that piece parcel or lot of land situated lying and being just outside the City of Greenville, in a subdivision known Augusta Circle and being known and designated as lot no. 97 according to plat of said property and having the following metes and bounds (to wit): Beginning at an iron pin on the southeastern side of Paris Road joint corner of lots nos. 96 and 97, and running thence with the joint line of said lots, S. 71-35 E. 169.5 feet to an iron pin, the joint corner of lots nos. 86, 84, 96, and 97, thence with the joint line of lots nos. 97 and 86 S. 21.35 W. 50 feet to an iron pin, joint corner of lots nos. 86, 86, 94 and 98, thence with the joint line of lots 97 and 98 N. 41.35 W. 165.1 feet to an iron pin on Paris Road thence with the eastern side of Paris Road N. 16.30 E. 49.96 feet to the point of beginning. Being the same lot conveyed to me by W. R. Chandler by deed recorded, Vol. 88 at page 164, and executed and delivered a good and sufficient warranty deed therefor on condition that he shall pay the sum of Five Thousand and no/100 (\$5000.00) Dollars in the following manner:

Two notes for Two Hundred Fifty and no/100 (\$250.00) each signed by E. R. Phillips, Jr. and E. R. Phillips, Jr. on date of signing contract and monthly installments of thirty five (\$35.00) Dollars on the first day of August 1925 and Thirty-five (\$35.00) Dollars on the first day of each consecutive month thereafter until August 1st 1926 and on the first day of each consecutive month thereafter and until each principal and interest is paid in full, the sum of Fifty (\$50.00) Dollars per month is to be paid; the principal to draw interest at the rate of eight per cent per annum, payable annually from date until paid in full.

The owner hereby agrees to apply all payments made by the purchaser on a certain note and mortgage covering the within premises in the sum of Thirty two Hundred Dollars now held by

the Mechanics Building & Loan Association of Greenville until said mortgage is paid in full.

The owner further agrees to install certain electrical fixtures in the house on the aforesaid premises to the value of fifty dollars free of charge and should the owner fail to carry out this stipulation he agrees that fifty dollars shall be deducted from the purchase price.

It is further agreed that all unpaid interest is to bear interest at the same rate as the principal until paid in full and in case said sum or any part thereof be collected by an attorney or through legal proceedings of any kind, there in addition the sum of ten per cent for attorneys fees.

The purchaser shall pay all taxes assessed and insurance premiums while this contract is of force.

It is agreed that time is of the essence of this contract and if the said payments are not made when due the owner shall be discharged in law and equity from all liability to make said deed and may treat the purchaser as a tenant holding over after the termination or contrary to the terms of his lease and shall be entitled to claim and recover, or retain all sums paid by the purchaser for rent or for liquidated damages or may enforce payment of said purchase price.

The Purchaser agrees to buy the land and pay the same, subject to the above conditions. In witness whereof we have hereunto set our hands and seals this 22nd day of July A.D. 1925 in the presence of:
J. I. Farmer (owner)
E. R. Phillips, Jr. (purchaser)
Jas. M. Whitmire
H. B. Boddie

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Personally appeared Jas. M. Whitmire who says on oath that he saw J. I. Farmer & E. R. Phillips, Jr. sign seal and deliver the foregoing instrument for the uses and purposes therein mentioned and that he with H. B. Boddie witnessed the execution thereof.

Sworn to and subscribed before me this 22nd day of July A.D. 1925
H. B. Boddie (seal)
Notary Public for S.C.
Jas. M. Whitmire

Recorded July 23rd 4:45 P.M. 1925

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