

State of South Carolina,
County of Greenville }

This agreement made and entered into this the 20th day of December, 1928 by and between J. D. Gilbert of the one part, hereinafter referred to as Seller, and J. L. Thomas of the other part, hereinafter referred to as Purchaser,

Witnesseth:

That for and in consideration of the terms and conditions and the money paid and to be paid as is hereinafter stated, the Seller does hereby sell and will convey as is hereinafter stated, to the Buyer that certain lot of land with dwelling and improvements thereon situate on the north side of Sevier Street, near the Augusta Road, about one mile south of the City limits of the City of Greenville in the County and State aforesaid, said lot being designated as Lot no 2, and having a frontage of sixty feet and extending back in parallel lines approximately one hundred forty-one feet.

The purchase price of said property is \$4,000.00 on which \$50.00 is paid at the signing and sealing of this agreement, receipt whereof is hereby admitted, and \$35.00 to be paid January 1, 1929. The balance of said purchase price is to be paid at the rate of \$35.00 per month, payable on the first of each and every month thereafter until paid in full. All deferred payments shall bear interest from date at the rate of 7% annually. However, it is understood and agreed that the payment of \$35.00 per month includes interest and no larger payment than this will be required any month.

It is understood and agreed that there is a mortgage debt of \$2500.00 held by the Carolina Loan & Trust Company on which there is due each and every consecutive month the sum of \$39.60. The said purchaser may pay his said \$35.00 cash month to said Carolina Loan & Trust Company, its successors and assigns, on said mortgage debt and the Seller hereby agrees to and will pay to said Carolina Loan & Trust Company each and every consecutive month \$4.60 so that the monthly payment on said mortgage debt shall be kept up and the terms of said loan complied with.

It is further agreed that when the Purchaser has paid an amount equal to one-half of the above purchase price together with all interest due to such time, the Seller will execute and deliver to the Purchaser a good and sufficient deed and thereby convey to the Purchaser the aforesaid property in fee simple free of all liens and encumbrances, including dower, if any, to the Purchaser or his heirs or assigns, the Purchaser at such time to execute and deliver to the Buyer, or his heirs or assigns, a note for the remainder of the purchase price which is to provide for interest from that date until paid at the rate of 7% annually, the principal payable one-half one year from that date and the remainder two years from that date, and secure the same by the purchase money first mortgage on the property above described.

There is a mortgage debt on said land in the sum of \$500.00 dated the 5th of July 1928, recorded Vol 199 page 218 to C. B. Martin, due one year from its date and the Seller thereby agrees to and will pay and satisfy said mortgage together with the satisfaction of the record thereon when the same comes due according to its terms, so that the above property shall thence forth be free and discharged of that encumbrance.

If before the deed shall be executed and delivered as herein above provided, the mortgage debt to the Carolina Loan & Trust Company shall have been satisfied, the Purchaser, until the time for the making of the deed has been provided shall arrive, will continue to make to the Seller the \$35.00 per month payment until the deed is executed or the purchase price paid.

It is further agreed that the Seller will, in the event there is now no tap on the water main for the use of this property, at his own proper costs and charges will have such tap made for the purposes and uses of said property.

To all of the foregoing the Purchaser agrees and does agree further to pay all taxes or other assessments against the property and to keep the buildings thereon insured in a company or companies satisfactory