

This Agreement, made at Cleveland, Ohio, this 28th day of March A. D. 1930, by and between Diana McDowell, 10523 Norman Avenue of the City of Cleveland County of Cuyahoga, and State of Ohio, Party of the First Part, and Osborn Williams of Greenville, South Carolina, Party of the Second Part.

Witnesseth: That the said party of the first part hath this day agreed to sell unto the party of the second part, his heirs, executors, administrators or assigns, the following described tract or lot of land, situated in the City of Greenville County of Greenville and State of South Carolina.

All that lot of land in the County and State aforesaid about two and one-half miles West of Greenville Courthouse known as Lot #4 according to a plat made by H. Olin Jones for M. D. Earle, April 16, 1914, said lot has the following metes and bounds: Beginning in a read-corner of lot conveyed by me to George W. Williams; thence with said road S. 13-11 E. 65.7 feet to corner of Graceland Cemetary; thence with Graceland Cemetary line S. 75-57 W. 417.8 feet to pin Graceland Cemetary corner; thence N. 14-37 W. 68 feet to Williams corner; thence with Williams line N. 76 E. 419.4 feet to the beginning corner, this being a part of a tract of two and one-half acres conveyed to me and Elias Earle, February 23, 1910, by Richard A. Earle, deed recorded in Vol. 5, page 774, R. M. C. Office for Greenville County, S. C. the interest of Elias Earle having been subsequently devised to me by him. (See his will on file Probate Court Record Apartment 103, File 4.)

This being the same lot of land conveyed to Diana McDowell by M. D. Earle, by deed dated March 28th, 1919, and recorded in the R. M. C. Office for Greenville County, in Vol. 44, Page 519.

together with all the herditaments and appurtenances thereof, but subject to all legal high-ways.

And the said party of the second part doth hereby agree to pay to the said party of the first part her heirs, executors, administrators or assigns, for the land aforesaid, the sum of Four-hundred and Fifty Dollars. (\$450.00) being the value of said premises, payable as follows:

One-Hundred Dollars, (\$100.00) cash in hand, the receipt whereof is hereby acknowledged, and the balance of \$350.00 payable \$20.00 per month, with interest at the rate of 6% per annum figured quarterly, with the privilege of anticipating any or all deferred payments at any time.

It is expressly agreed by and between the parties to this agreement, that if any one of said installments, or the interest accrued thereon, shall not be paid when due, then all of said installments remaining unpaid shall at once become due and payable, at the option of the first party.

The party of the second part further agrees to keep the building now on said land, or which may hereafter be erected thereon, insured for not less than \$ , in a solvent insurance company approved by the party of the first part, for the benefit of the party of the first part as interest may appear, and to place and keep the policy of such insurance with the party of the first part, and to pay all taxes and assessments of every description whatsoever that may be levied or assessed upon said land or any part thereof, from and after the date of these presents.

In case default shall be made by the party of the second part, his heirs, executors, administrators or assigns, in any of the conditions above stipulated to be performed by it shall and will be lawful for the party of the first part, if so elect, to treat this contract as thenceforth void, and to re-enter upon said premises at any time after such default, without serving on the party of the second part, or any person holding under a notice to quit said land; and in case this contract shall be so treated as thenceforth void the party of the second part, or those claiming under , shall thenceforth be deemed a mere tenant at will under said party of the first part, and be liable to be proceeded against without notice to quit, under the provisions of the law regulating proceedings in cases of forcible detainer; and the party of the first part, in such case, shall be at liberty to sell the land and premises to any person whatsoever, without being liable in law or in equity to the party of the second part or any person claiming under , for any damages in consequence of such sale or to return any payments made on account of or under this contract, and the payments that shall have been made may be retained by the party of the first part as stipulated damages for the non-performance of this contract on the part of the party of the second part.

Now, if the party of the second part, his heirs, executors, administrators or assigns, shall well and truly pay the full purchase money aforesaid, with interest, taxes, assessments and insurance, at the time and in the manner above stipulated, then, on the full receipt thereof, and not otherwise, the said party of the first part, their heirs, executors, administrators, or assigns, shall well and truly make and deliver, or cause to be made and delivered, to said party of the second part, on surrender of duplicate contract, a good and sufficient Warranty Deed of the land aforesaid, subject to any mechanic's lien or

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