

State of South Carolina }
County of Greenville }

Bond for Litle.

This Agreement, entered into this 17th day of July, 1939, between J. S. Fennell, hereinafter called the Seller and Elsie S. Fennell, hereinafter called the purchaser, witnesseth;

That in consideration of the agreements and payments hereinafter named the Seller agrees to sell and the Purchaser agrees to buy, the hereinafter described lot of land at the price of Twenty One Hundred Dollars, payable as follows:

\$27.00 (Twenty Seven Dollars) on the 15th day of each succeeding month, beginning August 15th, 1939, until the purchase price is paid in full with interest on the unpaid portion from July 15th, 1939 at the rate of 7 per cent per annum, to be computed semi annually and if unpaid, to bear same rate as principal and in case said sum, or any part thereof be collected by an attorney or through legal proceedings of any kind, the Purchaser agrees to pay ten per cent in addition to the amount due, as attorney's fees. On payment of the full purchase price and interest, the Seller agrees, that there shall be made to the purchaser, a good warranty deed for said property. The Purchaser agrees to pay all taxes on said property, with the exception of taxes for the year 1939 which the Seller agrees to pay.

The property hereby agreed to be sold and bought is described as follows;

50 feet frontage on West side of Davis St with a depth of 150 feet abt. being the front part of Lot no. 30 of Jane Davis Park as per plat of said property in R. M. B. Office for Greenville County in Plat Book "B" page 158.

Said property is subject to the following restriction; That this lot or any part thereof shall not be sold, rented, or otherwise disposed of to any person of African descent.

The Purchaser agrees to insure and keep insured, the building on said property in a sum not less than One Thousand Dollars in a company satisfactory to the Seller and to assign the policy to the Seller and in the event that the Purchaser shall at any time fail to do so, then the Seller may cause same to be insured in her name and she shall reimburse him for such premium and expense under this contract, with interest or may proceed to foreclose as though this contract were past due.

It is agreed that time is the essence of this contract and if said payments be not made when due, the Seller shall be discharged in law and equity from making said deed and may treat said Purchaser as tenant holding over after termination of her lease and shall be entitled to claim and recover, or retain if already paid, the sum of Three Hundred Twenty Four Dollars per year for rent, or by way of liquidated damages, or may enforce payment of this contract in full.

Done in Duplicate at Greenville, S. C. the day and year above written.

In the presence of:

Edwin Meyer

J. S. Solomons, Jr.

Elsie S. Fennell
Purchaser

J. S. Fennell
Seller

State of South Carolina
County of Greenville

Personally appeared before me, J. S. Solomons,