

State of South Carolina,  
County of Greenville.

Agreement

This Agreement, made this the Fourth day of April, 1935 by and between Helen B. Sanders and J. L. Sanders hereinafter called parties of the first part, and Milton E. McCain and J. Roy McCain, hereinafter called parties of the second part,

W I T N E S S E T H :

That, in and for the consideration of the sum of Two Thousand, Five Hundred and no/100 (\$2,500.00) Dollars to be paid by parties of the second part to parties of the first part as hereinafter specified, the parties of the second part agree to buy, and parties of the first part agree to sell the following described real estate;

"All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, in Chick Springs Township, at the southwest corner of the Old Rutherford road and Pine avenue, and having the following metes and bounds, to-wit:

"Beginning at an iron pin at the southwest corner of Pine avenue and the old Rutherford road, and running thence along the old Rutherford road S. 14-30 W. 100 feet to an iron pin; thence N. 21-30 W. 339 feet more or less to an iron pin in line of Cherry street; thence along line of Cherry Street N. 7-15 E. 100 feet to an iron pin at the southeast corner of Cherry street and Pine avenue; thence along the line of Pine avenue S. 81-20 E. 339 feet more or less to the beginning corner."

"Also a right-of-way for water line across the adjoining lot of J. L. Sanders, to be used solely for water pipe line attaching to water main as now laid down, but no further right or interest."

It is understood and agreed that possession of the aforesaid property shall be delivered upon payment of the sum of One Hundred twenty-five and no/100 (\$125.00) Dollars in cash, and the balance of the purchase price shall be paid in monthly installments of \$25.00 each, the first payment to be made on the 1st day of May, 1935, and a like amount to be paid on the first day of each and every calendar month thereafter until the full purchase price of Two thousand, Three hundred seventy-five and no/100 (\$2,375.00) Dollars shall be paid in full with interest thereon at the rate of seven (7%) per centum per annum to be computed and paid monthly, has been paid in full. The monthly payment of \$25.00 specified herein shall be applied first to interest and the balance to the principal.

It is further understood and agreed that the parties of the second part shall have the right and privilege of anticipating any and all payments due hereunder at any time before maturity. And it is further understood and agreed that parties of the first part shall make the payments on any liens or encumbrances upon this property as and when due out of the proceeds of \$25.00 a month as above set out, and that upon payment of fifty per centum of the principal amount due hereunder, parties of the first part shall execute and deliver to parties of the second part good and sufficient deed.

It is understood and agreed that the parties of the second part shall pay all taxes and fire insurance premiums due on this property from January 1, 1936, with taxes and fire insurance premiums for 1935 to be pro-rated. Parties of the second part shall keep said premises insured for \$2,000.00 at all times until the conditions of this contract have been complied with in full.

It is further understood and agreed that should the parties of the second part fail to make the payments of \$25.00 a month as hereinabove specified, or fail to keep said premises insured as agreed, or to pay the taxes and fire insurance premiums, for a space of thirty days the parties of the first part may, at their option and upon ten days' written notice to parties of the second part, may declare this contract terminated and the payments made hereunder be applied as rents for the above described premises, or should parties of the second part fail to erect store room as agreed within 60 days from date, this contract shall be canceled.

It is further understood and agreed that should the parties of the second part request deed to be made and delivered upon payment of 50% of the amount due hereunder, a purchase money mortgage shall be executed and delivered to parties of the first part shall be executed and delivered by parties of the second part to parties of the first part, securing the balance due upon the purchase price of said premises.

In witness whereof, we have hereunto set our hands and seals the day and year first above written.

In the presence of:  
Ralph Cox.  
J. B. Hall.

Helen B. Sanders (SEAL)

J. L. Sanders (SEAL)  
Parties of First Part

Milton E. McCain (SEAL)

J. Roy McCain (SEAL)

Parties of the Second Part.

See Assignment to Agreement see Page 597 in this Book.