

State of South Carolina,
County of Greenville.

Agreement.

This agreement made and entered into this the 10th day of June, 1936 between Palmetto Loom Harness & Reed Works, Inc., a South Carolina Corporation, party of the first part, hereinafter sometimes referred to as the Seller, and E. H. Henley, party of the second part, hereinafter sometimes called the purchaser.

Witnesseth:

1. The Seller, in consideration of the sum of Three (\$3,000) Dollars, in hand paid by the Purchaser, receipt of which is hereby acknowledged, hereby agrees to sell unto the Purchaser;

"All that piece, parcel or lot of land situated in the City of Greenville, County and State aforesaid, having the following metes and bounds, to-wit:
Beginning at an iron pin on the Northwest corner of First Avenue and First Street and running thence with First Avenue N. 0 17 E. 80 feet to a pin, thence S. 89.45 W. 150 feet to a pin on a ten foot alley; thence with said alley S. 0 17 W. 50 feet to a pin on First Street; thence with said Street N. 89.45 E. 150 feet to the beginning corner.

Also, all that certain other piece, parcel or lot of land situate lying and being in the County and State aforesaid, adjoining the above described lot of land, and being known and designated as lot #3 of Block "P" of said plat and having the following metes and bounds, to-wit:

Beginning at a pin on the West side of First Avenue and running thence with First Avenue N. 0 17 E. 50 feet to a stake; thence S. 89.45 W. 150 feet to a pin on a ten foot alley; thence with said Alley S. 0 17 W. 50 feet to a stake, thence N. 89.45 E. 150 feet to the beginning corner, being the same lots conveyed to us by Ed. C. Curdis by his deed dated November 29, 1920 and recorded in R. M. C. Office for Greenville County in volume 68, page 284."

For the sum of Seven Thousand (\$7,000.00) Dollars, which the Purchaser agreed to pay to the Seller as follows:

Five Hundred (\$500.00) Dollars cash upon execution of this contract, receipt of which is hereby acknowledged, and then at the rate of Seventy-five (\$75.00) Dollars, per month commencing with July 10, 1936, and continuing in monthly succession until January 10, 1939 when the balance of the purchase price will be due and payable. In addition to the monthly instalments of \$75.00 each, the Purchaser agrees to pay (\$250.00) Two hundred fifty Dollars on December 10, 1936 and another Two Hundred fifty (\$250.00) Dollars on June 10, 1937, which is to apply on the principal balance. The Purchaser is to pay interest on all deferred payments at the rate of six (6%) per cent per annum, which is to be computed and settled monthly out of the monthly instalments. Taxes, insurance and interest will be prorated and settled as of June 10, 1936. It is understood and agreed that the Purchaser will carry an additional one thousand (\$1000.00) Dollars fire insurance on the building to the two thousand (\$2000.00) Dollars policy which now exists, also the Purchaser agrees to carry insurance equipment and merchandise installed in the premises.

It is understood and agreed that the Purchaser will have the right to prepay the payment of any part of all of the purchase price at any time, without notice.

2. When the Purchaser has fully paid (F.J.P.C. E. H.H.) the purchase price and complied with all other covenants and conditions of this contract, the Seller will execute to the Purchaser or to any party whom he may designate, a good and sufficient General Warranty Deed, conveying the above described property, free and clear of all incumbrances.

3. The Purchaser agrees to pay all taxes and assessments that may be assessed against the said premises after June 10, 1936 and also agrees to keep the premises continually insured against fire for a sum not less than Three Thousand (\$3,000.00) Dollars. In the event of default in the payment of taxes, assessments or insurance premiums, the Seller shall have the privilege of paying same, and if the Purchaser does not reimburse to the Seller such payments within thirty days, then this contract shall be null and void at the option of the Seller.

4. Until the completion (F.J.P.C. E. H. H.) of the purchase as herein stipulated, said Purchaser shall hold said premises as tenant to the vendor.

5. If the Purchaser shall fail to perform this contract or any part of the same, and be in default on any instalments, or for taxes, assessments or insurance premiums, which have been paid by the Seller, for more than thirty (30) days, the Seller shall immediately after such failure have the right to declare same void and retain whatever may have been paid on said premises as rent, and may consider and treat the Purchaser as tenants holding over without permission, and may take immediate possession of the premises and remove the Purchaser therefrom. It is further agreed that if, after default of any payment, or for taxes, assessments or insurance premium as herein provided for more than thirty (30) days, the Purchaser deliver peaceful possession of the property without legal process within five (5) days after such default and give consent in writing to the cancellation of the contract, he shall not be held liable for the remaining balance, together with all interest, and for taxes, assessments or insurance premiums which might have been paid by the Seller.

E. H. H.
F. J. P. C.

Handwritten notes:
part of this is fully cancelled
cancel
Red
Macke
E.H.H.
F.J.P.C.

RECORDED IN OFFICE OF THE CLERK OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, ON 12-10-36
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