

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

CONTRACT FOR TITLE.

This agreement, made and entered into by and between A. B. Green, hereinafter referred to as Seller, and J. V. Peiphoff, hereinafter referred to as Purchaser, both of Greenville County, South Carolina.

Witnesseth:

That the Seller has agreed, and by these presents doth agree, to sell unto the Purchaser, his heirs and assigns, the following described lot of land:

"All that certain piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, on the western side of McCarter Shop Road, being shown as Lot No. 20, on plat of Property of A. B. Green made by Dalton & Neves, Engineers, in July, 1937, recorded in the R. M. C. Office for Greenville County in Plat Book "D" at pages 296-297, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of McCarter Shop Road, corner of Lot No. 19, and running thence with the line of said lot, S. 86-36 W. 359.5 feet to an iron pin in rear line of Lot No. 11; thence with the line of said lot, S. 3-07 E. 155 feet to an iron pin in line of the property of the Estate of J. A. White; thence with the line of said property, N. 81-08 E. 358.5 feet to an iron pin on McCarter Shop Road; thence with the western side of McCarter Shop Road, N. 1-46 W. 120 feet to the beginning corner."

The agreed sale price of said property is \$350.00, payable \$100.00 in cash upon the execution and delivery of this contract, the receipt of which is hereby acknowledged, \$10.00 February 15, 1939, and \$10.00 on the 15th day of each successive month thereafter until the entire balance is paid in full, with the privilege of anticipating any portion of the unpaid purchase price, said deferred payments to bear interest at the rate of 6% from the date of this contract, and to be paid annually. In addition, the Purchaser is to pay all taxes assessed against said property beginning with the year 1939.

Upon the payment of the purchase price in full, together with the payment of all taxes as hereinabove provided, the Seller will convey unto the Purchaser, his heirs and assigns, the lot of land hereinabove described by a fee simple deed free of encumbrances or liens, but it is distinctly understood and agreed that said property shall be subject to the following building restrictions, which shall be incorporated into and made a part of said deed:

- (1) Said property is to be used for residential purposes for white people only;
- (2) No dwelling shall be constructed upon said property costing less than \$3500.00;
- (3) No building shall be constructed nearer the Highway than is shown on the building line on the plat as recorded in the R. M. C. Office for Greenville County in Plat Book "D" at Pages 296-297.

It is mutually understood and agreed between the parties hereto that time is of the essence of this contract, and if the Purchaser shall be in arrears or in default in the payment of said monthly instalments for a period of sixty (60) days, or more, then in such event the Seller shall have the right to treat the Purchaser as a tenant holding over after the expiration of his lease, and this contract shall become null and void, and all payments made by the Purchaser unto the Seller shall be retained by the Seller as liquidated damages for the breach of this contract.

In consideration of the covenants and agreements upon the part of the Seller, the Purchaser agrees to purchase the lot of land hereinabove described, and to pay the purchase price therefor as hereinabove set forth in accordance with all the terms and conditions herein stipulated.

This contract shall bind ourselves, our heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties to this agreement shall hereunto set their hands and seals, in duplicate, at Greenville, South Carolina, this the 14th. day of January, A. D. 1939.

Signed, sealed, and delivered
in the presence of:

Ben C. Thornton
J. L. Love

A. B. Green (L. S.)

A. B. Green
Seller.

J. V. Peiphoff (L. S.)

J. V. Peiphoff
Purchaser.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Personally appeared before me Ben C. Thornton, who, upon being first duly sworn, says: That he saw the within named A. B. Green, as Seller, and J. V. Peiphoff, as Purchaser, sign, seal, and as their act and deed delivery the within written Contract for Title for the uses and purposes therein mentioned, and that he, with J. L. Love, witnessed the execution thereof.

Ben C. Thornton

Sworn to and subscribed before me this
the 14th. day of January, A. D. 1939.

J. L. Love (SEAL)
Notary Public for State of South Carolina.

S. C. Stamps \$0.12

Recorded January 16th, 1939 at 1:10 P. M. #592 BY: E.G.