

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

CONTRACT.

This contract made by and between Mrs. Cora Guest of the County and State aforesaid, and hereinafter for convenience called SELLER, and L. G. Harleman, of the County and State aforesaid, and for convenience hereinafter called the PURCHASER.

W I T N E S S E T H .

In consideration of the purchase price, the Seller agrees to sell and the purchaser agrees to buy all of the stock of goods and merchandise now located in the building hereinafter described, and known as GUEST'S GROCERY, on the Buncombe Road about twenty-five (25) miles North of the City of Greenville, said stock excluding fixtures and equipment, has been listed, and value agreed upon of Seven hundred and ten (\$710.00) dollars which sum the purchaser does hereby pay, and the Seller does hereby accept as the purchase price therefor, and the Seller does hereby warrant the title in the said stock of goods and merchandise to be free and clear of all liens, claims and demands from drecitors for purchase price of any portion of said goods, and should there be discovered any outstanding accounts against the same unpaid, then the Seller warrants and guarantees the adjustment of the same without hinderance or expense to the purchaser.

The Seller further agrees, and does hereby grant, bargain and lease, and have by these presents granted, bargained and released all that certain parcel and lot of land, located on the north east side of the Buncombe Road, about twenty five miles North of the City of Greenville, including all buildings, and more particularly described in a deed from R. G. Ballenger to the Seller, as appears by record in Book _____, at Page _____ R. M. C. Office for Greenville County, together with all fixtures, and equipment now located upon and used in connection with the said Guest's Grocery in the said building, for and during a period of three years from this date, at a monthly rental of twenty (\$20.00) dollars per month, payable as follows, for the first year, payable at the expiration of each month, and for the second year payable in advance, on this date, receipt of which is hereby acknowledged, and the third year, payable monthly, on the last day of each month, terms of the said lease expiring three years from this date; provided further that the purchaser has the privilege at his option to be expressed in writing thirty days before the termination of this lease, or renewing this lease for an additional three years at the same rental, that is twenty (\$20.00) dollars per month, payable on the last day of each month, and; provided further that the Purchaser has the option of purchasing the above mentioned real estate, together with all fixtures, equipment, listed therewith herein, for a consideration of twenty five hundred (\$2500.00) Dollars, payable one-half cash, and the remaining one-half within twelve months from the date of exercising the option with interest at six per cent secured by a mortgage of the premises with the usual provisions as to attorney's fees and cost in case of foreclosure, this option to purchase to be at the expiration of eighteen (18) months from this date, unless by mutual agreement said option be exercised before that time, and in case of the Purchaser exercising the option to purchase said purchase price to be reduced by the amount of unearned rent this day paid in advance on the second year of this lease.

It is further agreed that the Purchaser accepts the buildings and premises in its present condition, and agrees to use due care in the proper use and handling of the same and to return the same at the expiration of this lease in case no purchase is effected in its present condition, reasonable wear and tear excepted provided however the Seller is to keep and maintain the building in its present condition, that is to say free from leaks, and in tenable condition; provided further should the said building be destroyed by fire or other casualty, then this lease shall terminate immediately.

In witness whereof the contracting parties do hereunto set their hands, and seals this 8th, day of February A. D. 1938.

Signed, sealed and delivered

in the Presence of:

V. C. Bailey
Mollie F. Wood.

Mrs. Cora Guest (SEAL)
Seller
L. G. Harleman (SEAL)
Purchaser

State of South Carolina,
County of Greenville.

Personally appeared V. C. Bailey, who, on oath, says: That he saw Mrs. Cora Guest and L. G. Harleman, sign, seal and as their act and deed deliver the foregoing written instrument for the purposes therein mentioned, and that he with Mollie F. Wood witnessed the due execution thereof. Sworn to before me this 8th day of February, A. D. 1938.

J. D. Lanford (SEAL)

V. C. Bailey.

Notary Public for South Carolina.

State of South Carolina,
County of Greenville.

#9889 For 2 Assignments See Deed Book 223 page 403.