

CONTRACT OF SALE AND PURCHASE

THIS AGREEMENT between Mrs. Janie Watkins, first part, and Mrs. Agnes Dendy Cartee, second party, witnesseth:

1. That the first party agrees to sell, and the second party agrees to buy the premises hereinafter described upon the following terms:

2. The purchase price is the sum of Two Hundred & Sixty Seven Dollars, besides interest from date at the rate of six per cent per annum, payable annually until fully paid, and all taxes, assessments, and insurance premiums from the date hereof, in the following installments, to-wit:

All that certain piece, parcel or lot of land known and designated as rear portion of one-fourth of Tract #16 of the Smyth Property, fronting 95.4 ft. with ten foot drive or roadway leading along south side of Tract #16 to National Highway #29 with a depth of 150 ft. on south side and 147 ft. on north side.

(This being rear portion of one-fourth of Tract #16 conveyed to the grantor herein named by E. A. Smyth & E. Smyth Blake by deed dated August, 1938.) until debt, interest, taxes, assessments, and insurance premiums, including interest, payable annually upon any taxes and insurance premiums paid by the first party for the second party shall have been fully paid; provided that failure to meet three (3) successive installments as hereinabove stipulated will render the entire debt forthwith due; and upon default in payment, the first party is hereby authorized and directed to sell the said property for cash, at public auction, on the ground or in Greenville, S. C., after advertising the time and place of said sale by posting notice thereof at two or more places in Greenville County, S. C., the said notices to be posted three (3) weeks before the time fixed for the sale; and convey the premises to the purchaser at such sale in fee; and at such sale any of the parties hereto, or their assigns, may bid; the proceeds of such sale to be applied as follows: First, to costs of such sale; second, towards the payment of the balance due upon the second party's contract for the purchase of the land, besides interest thereon, and ten (10%) per cent of amount due as attorney's fees, in the event the first party shall have employed an attorney to act; and, third, the balance, if any, to the second party, his or her heirs, executors, administrators, or assigns.

3. The first party hereby covenants and agrees to execute and deliver to the second party, his or her heirs or assigns a good and sufficient title deed in fee, free of incumbrance to said premises, upon payment in full of the sums stipulated above; and, in this connection, the second party has the privilege of anticipating the unmatured installments and paying the full amount due at any time during the life of this contract.

The terms of this contract are as follows: Total purchase price \$267.00 payable \$3.00 per week until paid in full, at which time buyer will receive good and marketable title free from encumbrance.

Said road mentioned above is to be open at all times to give access to said lot from National Highway #29, and is not to be blocked at any time under any circumstances.

The contract binding upon the parties hereto, their heirs, administrators, executors and assigns.

Witness the hands and seals of the parties hereto, at Greenville, S. C., executed in duplicate, this 19th day of June, 1939.

In the presence of:

J. L. Hamby

J. T. Thomason

Mrs. Janie Watkins (SEAL)

First Party

Mrs. Agnes Dendy Cartee (SEAL)

Second Party.

State of South Carolina,
County of Greenville.

Personally appeared before me J. L. Hamby who being sworn says that he was present and saw Mrs. Janie Watkins First Party, and Mrs. Agnes Dendy Cartee, Second Party, sign, seal and as their act and deed interchangeably deliver the above written contract; and that he with J. T. Thomason witnessed the due execution thereof.

Sworn to and subscribed before me this 19 day of June, 1939.

J. L. Hamby.

J. Heyward Cureton

Notary Public for S. C.

S. C. Stamps \$0.12

Recorded September 30th, 1939 at 11:50 A.M. #12426 BY: E.G.