

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT between Henderson & Martin, Agts. for Alice M. and H. H. Willis first party, and Mrs. Annie Lee B. Smith, 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 One Hundred & Fifty Dollars, besides interest from date at the rate of no interest for one yr. 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: no taxes for one year.

All that certain piece, parcel or lot of land known as Lot No. 32 in section B of the property of Alice M. and H. H. Willis according to plat made by W. J. Riddle, C. E., Nov., 1939.

This property is subject to easement of Duke Power Company's right of way, 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 as 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, 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 \$150.00; \$10.00 cash. receipt of which is hereby acknowledged, and balance \$1.25 per week until paid in full.

This property is sold subject to the following restrictions:

The property herein conveyed, or any part thereof, shall never be sold, rented or otherwise disposed of to any person having any percentage of negro blood.

This property is to be used for residence purposes only, except Henderson & Martin, Agts. may sell certain lots for business purposes.

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

WITNESS the hands and seal of the parties hereto, at Greenville, S.C., executed in duplicate, this 6th day of December, 1939.

HENDERSON & MARTIN, AGTS. FOR ALICE M. & H. H. WILLIS

By W. T. Henderson (SEAL) First Party

Mrs. Annie L. B. Smith (SEAL)

Second Party

In the presence of:

D. B. Tripp

N. O. McDowell

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

Personally appeared before me D. B. Tripp who being sworn says that he was present and saw Henderson & Martin, Agts. for Alice M. & H. H. Willis by W. T. Henderson First Party, and Mrs. Annie Lee B. Smith Second Party, sign, seal and as their act and deed interchangeably deliver the above written contract; and that he with N. O. McDowell witnessed the due execution thereof.

SWORN to and subscribed before me this

D. B. Tripp

6th day of Dec. 1939.

N. O. McDowell

S.C. Stamps \$0.08

Notary Public for S.C.

Recorded December 6th 1939 at 10:55 A.M.

#15560.