

## TITLE TO REAL ESTATE

State of South Carolina,  
County of Greenville.

## CONTRACT FOR TITLE.

Whereas I, B. P. Edwards, of Greer, S. C., am the owner of a certain lot of land, situate on the Southwestern side of the Old Buncombe Road, in Oneal Township, Greenville County, State of S. C., which was recently conveyed to me by J. R. Pearson, and which is accurately described by metes and bounds in the deed of Clora Howard to J. R. Pearson, recorded in the R. M. C. Office for Greenville County in 228 at page 299, and

Whereas, J. R. Pearson is desirous of purchasing the same.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That I, B. P. Edwards, hereinafter referred to as "Seller" and J. R. Pearson, hereinafter referred to as "Purchaser", have agreed as follows, this the 29th day of January, 1941.

(1) The Seller has and does by these presents agree to sell and convey unto the purchaser or his assigns, the property hereinabove referred to, subject to the following terms and conditions:

(a) The Sale and purchase price is Thirteen Hundred Twenty Five (\$1325.00) Dollars, and is to be paid as follows: Eighteen (\$18.00) Dollars on the 1st. day of March 1941, and a like payment of Eighteen (\$18.00) on the first day of each successive month thereafter until paid in full; said monthly payments to be first applied to interest and balance to principal, interest to be calculated at seven (7%) per cent and paid monthly; any interest not paid when due shall draw interest at the same rate.

(b) In addition to the monthly payments of Eighteen (\$18.00) Dollars, the purchaser is to pay all taxes assessed against the property beginning with the year 1941, and is to pay all premiums on First insurance policy, or policies covering said property in an amount not less than \$1300.00, until the purchase price is paid in full.

(c) Upon the Purchaser complying with all the other terms of this contract and reducing the indebtedness secured hereby to the sum of One Thousand Seventy Five (\$1075.00) Dollars, the seller agrees to convey the property to the purchaser, by fee simple deed, free of encumbrance or lien, and to accept a purchase money mortgage and note for the remainder of the purchase price, said note and mortgage to be payable upon the terms as stated above.

(d) It is understood that time is the essence of this contract, and should the purchaser at anytime be in default for a period of 90 days upon the payment of any sums due hereunder, then the seller shall have the right to declare this contract null and void, and to eject the purchaser in the same manner as a tenant holding over after the expiration of his lease, and to retain all sums paid to him by the purchaser, as liquidated damages for breach of this contract.

(2) In consideration of the covenants and agreements on the part of the seller, the Purchaser agrees to purchase said property and to pay the purchase price upon the terms and in the manner herein stipulated.

It is mutually understood that this agreement shall be binding upon our heirs, executors, administrators and assigns.

In witness whereof, we B. P. Edwards, as Purchaser and J. R. Pearson, as Purchaser have hereunto set our hands and seal this the 29th. day of January, 1941 in duplicate.

Signed, sealed, and delivered in presence of:

J. Littleton  
E. H. Edwards.

B. P. Edwards  
Seller  
J. R. Pearson  
Purchaser.

State of South Carolina,  
County of Greenville.

Personally appeared before me J. Littleton and made oath that he saw the within named B. P. Edwards, as Seller and J. R. Pearson, as purchaser, sign, seal and as their act and deed deliver the foregoing contract of title for the uses and purposes therein stated, and that he with E. H. Edwards witnessed the execution thereof.

Sworn to before me this \_\_\_ day of January, 1941

E. H. Edwards,

J. Littleton

Notary Public for State of S. C.

S. C. Stamps 56¢

Recorded February 13, 1941 at 10:30 A. M. #2041 BY: E.G.