

TITLE TO REAL ESTATE

shall simultaneously execute a sub-lease agreement with the said Shell Oil Company for the portion of said property constituting the filling station, by which agreement said purchaser shall pay to said Shell Oil Company a sum equivalent to one cent per gallon for all gasoline delivered to said station and shall simultaneously with the execution of said sub-lease agreement execute an assignment of said rental to the sellers herein, and shall authorize thereby, the Shell Oil Company to pay said amount to the sellers herein, to be applied and credited by them toward the purchase price above set forth.

It is further understood and agreed, that in the event the improvements to said property above referred to shall exceed the sum of \$1500.00, that the purchase price of \$4300.00 shall be increased to the extent of such excessive cost of said improvements over and above the said sum of \$1500.00, likewise should said improvements cost less than the sum of \$1500.00, the purchase price of \$4300.00 shall be reduced to the extent of said difference for the actual cost of said improvements and the said sum of \$1500.00.

It is further understood and agreed that the purchase price as above quoted shall be increased to include pro rata taxes for the year 1941, any unexpired insurance premium and any other cost or expenses to which the sellers herein may be placed in connection with said property. However, it is understood and agreed that all repairs and improvements to said property, or taxes, insurance and other expenses in connection with said property on and after delivering possession of the same to the purchaser shall be borne and paid by the purchaser.

It is further understood and agreed that the purchaser will insure or cause to be insured in a reliable company or companies the buildings situate upon the property above described, and will pay the premiums thereon, which policies shall contain the necessary clause providing for the payment of any loss to the sellers herein, until the entire purchase price has been paid in full.

Upon the purchaser complying with the terms and provision of this agreement, the sellers will execute and deliver to said purchaser a good fee simple deed to said premises, free and clear of all encumbrances, with dowers renounced.

It is understood and agreed that on and after possession of said property is delivered to the purchaser, that said purchaser shall pay interest on the purchase price of said property, and on the unpaid principal on the same thereafter, at the rate of six per cent. per annum, to be computed and determined quarterly thereafter, but paid monthly thereafter.

However, it is understood and agreed that the purchaser herein, regardless of the amount of the monthly rental check, will pay a minimum monthly payment of \$35.00, which payment shall be first applied to the interest on the unpaid principal, and the balance to the principal.

However, it is understood that the purchaser shall have the right to anticipate the payment of the whole or any portion of the purchase price at any time.

In witness whereof, we have hereunto set our hands and seals at Greenville, S.C. this 28 day of April, 1941.

In the presence of:

W. J. Lomp
R. W. Ellison

J. A. Foster (L. S.)
J. M. Waddell (L. S.)
Sellers
Thomas F. Allsep (L. S.)
Purchasers.

State of South Carolina,
County of Greenville.

Personally appeared before me M. J. Lomp, who being duly sworn says that he saw J. M. Waddell and J. A. Foster and Thomas F. Allsep, sign, seal and as their act and deed deliver the foregoing written instrument and that he with R. W. Ellison witnessed the execution thereof.

Sworn to before me this 28 day of April, 1941.

D. B. Leatherwood (L. S.)
N. P. for S. C.

M. J. Lomp

S. C. Stamps \$1.72



Recorded September 24th, 1941 at 4:18 P. M. #14006 BY:E.G.