

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS AGREEMENT made and entered into (in duplicate) this 25th day of August, 1937, by and between Claude Edmundson Geer, seller, and Rena Rice Geer, buyer.

WITNESSETH:

1. The seller, Claude Edmundson Geer, hereby agrees to sell, and the buyer, Rena Rice Geer, hereby agrees to buy at and for the price of Three Thousand Six Hundred (\$3,600.00) Dollars the following described real property:

All that certain piece, parcel or tract of land situate, lying and being in Cleveland Township, Greenville County, State of South Carolina on the South side of the Geer Highway and having according to a plat of the property of B. E. Geer prepared by R. E. Dalton, Engineer, date March 1925, the following metes and bounds, courses and distances, to-wit:

Beginning at a point over culbert in Center line of Geer Highway and running thence along the property of Paris Mountain Caesar's Head Company S. 13-15 W. 15.18 chains to a stake; thence N. 65 $\frac{1}{2}$ W. 1.55 chains to a rock; thence S. 83 W. 5.36 chains to a rock; thence N. 0-10 W. 13.80 chains to a double chestnut; thence N. 34-45 E. 4.78 chains to a stake in the Geer Highway; thence with said Geer Highway S. 52-30 E. 6.53 chains to a stake in said Highway; thence continuing with the said Highway N. 74-30 E. 2.66 chains to the point of beginning.

The above described tract contains 12.9 acres, more or less and is designated on the plat above referred to as Tract No. 3.

2. Rena Rice Geer, buyer, agrees to pay for the same in the following manner; The sum of One hundred (\$100.00) Dollars at the time of the execution of this agreement and quarter-annual payments of One hundred (\$100.00) Dollars each on the first day of each and every successive October, January, April and July during the duration of this agreement, together with interest at the rate of six per cent (6%) per annum on the unpaid balance, which interest will be payable on said quarter-annual dates. The said buyer, Rena Rice Geer, shall have the privilege of anticipating the payment of the principal in whole or in part upon any payment date. The buyer, Rena Rice Geer, further agrees to pay all taxes and insurance during the duration of this contract from the date of the execution hereof, and to keep the building on said property insured in the sum of One Thousand Five Hundred (\$1,500.00) Dollars.

3. The seller, Claude Edmundson Geer, agrees that when the principal amount still due and owing under this agreement has been reduced to the sum of Three Thousand (\$3,000.00) Dollars she, upon demand of the buyer, Rena Rice Geer, will convey the property above described by good and sufficient deed in fee simple, with covenants of general warranty, free from all liens and encumbrances, and upon such conveyance the buyer, Rena Rice Geer, agrees to give her bond and mortgage in the principal amount of Three Thousand (\$3,000.00) Dollars, payable in quarter-annual payments of One hundred (\$100.00) Dollars each on the first day of each and every successive October, January, April and July during the continuance of the obligation, together with interest at the rate of six per cent (6%) per annum on the unpaid balance, which interest will be payable on said quarter-annual dates, to and in favor of Claude Edmundson Geer, the seller.

4. It is further agreed by and between the parties hereto that time is of the essence of this contract and failure of make any of the payments at and upon the date stipulated shall terminate all rights of the buyer, Rena Rice Geer in this property, and the seller, Claude Edmundson Geer, may retain the payments which have been made as rental for this property. Possession of the property is herewith delivered to the buyer, Rena Rice Geer, who shall have the right to remain in possession thereof so long as this contract is not in default.

5. This written agreement embodies the entire contract between the parties and includes all transactions of any kind leading up to the execution hereof.

In witness whereof we, the parties hereto, have hereunto set our hands and seals the day and year first above written.

Witness as to Both

Margurite Walker

Mary Berry.

Claude Edmundson Geer,

Seller

Rena Rice Geer,

Buyer.

State of South Carolina,
County of Greenville.

Personally appeared before me Marguerite Walker who being duly sworn deposes and says that he saw Claude Edmundson Geer sign, seal, and as and for her act and deed, deliver the within written Contract for the uses and purposes therein mentioned, and that she with Mary Berry witnessed the execution thereof.

Sworn to and subscribed before me this 25th day of August, 1937

Mary Berry (L. S.)

Marguerite Walker.

Notary Public in and for S. C.

State of South Carolina,
County of Greenville.