

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

A G R E E M E N T

This indenture made between C. D. Waldrep, of Greenville, South Carolina, party of the first part, and Anne S. White, of Greenville, South Carolina, party of the second part.

W I T N E S S E T H

The party of the first part, for and in consideration of the sum of One Hundred Fifty and no/100 Dollars (\$150.00) to him in hand paid this day (the receipt whereof is hereby acknowledged), and the further consideration of Six Hundred Fifty and no/100 Dollars (\$650.00) to be paid by the party of the second part in the following manner; Fifty Dollars (\$50.00) on January 1, 1939, \$50. on February 1, 1939, and \$50 on March 1, 1939, at which time, a deed will be executed by the party of the second part, with a good warranty title, free and clear of encumbrances, with the following exceptions: A mortgage by C. D. Waldrep to Mary B. Lewis, dated May 25, 1937, which was recorded in the R. M. C. 's office for Greenville County in Mortgages, Volume 268 at page 68, which was in the original sum of \$500, upon which there is now due the sum of \$250. The interest on said mortgage shall be paid by the party of the first part to March 1, 1939, and the party of the second part shall, in accepting the deed, assume and agree to pay said mortgage, with interest from March 1, 1939, and simultaneously with the delivery of the deed, the party of the second part, together with her husband, John J. White, shall execute and deliver to the party of the first part a note in the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) payable Twenty-five and no/100 Dollars (\$25.00) per month, commencing on April 1, 1939, and \$25 on the first of each and every month thereafter until the total balance is paid in full. The note shall bear interest at the rate of 6% per annum, to be computed and paid quarterly and shall provide the regular attorney's fee. The said note shall be secured by a mortgage covering said lot, second only to the mortgage to Mary B. Lewis above referred to.

In consideration of same, the party of the first part does hereby lease unto the party of the second part, lot designated as Lot No. 4 of the property of Park Hills, according to a plat thereof recorded in said office in Plat Book I, at pages 36 and 37, and more particularly described in the deed from Mary B. Lewis to C. D. Waldrep, dated May 25, 1937, and recorded in said office in Deeds, Volume 193 at page 137.

In the event of non-payment of any of the above mentioned monthly sums for a period of thirty (30) days, or the refusal to execute the said note and mortgage for the \$250 to the party of the first part, or to assume the said note and mortgage due to Mary B. Lewis within the said thirty (30) days, and the repayment of \$1 to the party of the second part as liquidated damages, then this contract shall become null and void and the party of the first part shall have the right to repossess himself of said lot immediately.

Privilege is hereby given to the party of the second part to anticipate any or all of the payments and whenever the sum of \$300 has been paid as stipulated in this lease, then the party of the first part, upon the conditions and requirements herein having been fulfilled by the party of the second part, agrees and does hereby bind himself, his heirs, administrators, executors, and assigns to make a good warranty deed to the property above described, in fee simple, to the party of the second part, free and clear of encumbrances, with the exceptions mentioned hereinabove and subject to certain building restrictions set forth in the deed from Mary B. Lewis to C. D. Waldrep above referred to, and the party of the second part hereby accepts the lease of the above described property upon the terms hereinabove set forth.

In witness whereof, the parties have hereunto set their hands and seals this the 1st day of December, 1938.

Witness: Hubert E. Nolin
Omega Langston

C. D. Waldrep (SEAL)
Party of the First part.
Anne S. White (SEAL)
Party of the second Part.

State of South Carolina,
County of Greenville.

P R O B A T E

Personally appeared before me Omega Langston, and made oath that she saw C. D. Waldrep, party of the first part, and Anne S. White, party of the second part, sign, seal and as their act and deed, deliver the within written instrument, for the uses and purposes herein mentioned, and that she with Hubert Nolin, witnessed the execution thereof.

Sworn to before me this 2nd day of December, 1938

Omega Langston

J. LaRue Hinson (L. S.)

Notary Public for South Carolina.



S. C. Stamps \$0.20

Recorded this the 2nd day of December, 1938 at 1:18 P. M. #13684 BY: E.G.