

TITLE TO REAL ESTATE

State of South Carolina,
County of Greenville.

Know all men by these presents, I, A. B. Green, have agreed to sell to S. L. Rogers, a certain lot or tract of land in the County of Greenville, Butler Township, State of South Carolina, containing 1.44 acres, more or less, according to survey of R. E. Dalton dated August 30, 1940, and described as follows: Commencing at a point in a branch on the West side of road leading from McCarter's Shop to Paris, said point being joint corner of property of the grantor and grantee herein; thence along the West side of said road N. 17-55 E. 355 feet to an iron pin; thence with line of the grantor N. 61-30 W. 368.8 feet to an iron pin on line of the Greer property; thence with said line S. 2-06 W. 80 feet to an iron pin on the North side of branch; thence down the branch as a line to the beginning corner - a traverse line being as follows: S. 60-51 E. 86 feet; S. 27-41 E. 125 feet; S. 7-55 E. 220 feet; S. 41-19 E. 83 feet to the beginning. The above is a portion of Tract No. 7 originally containing 12.47 acres conveyed to me by Lula B. Green, et al by deed dated November 8, 1934, and recorded in Deed Book 179, page 226 R. M. C. Office for Greenville County. See Plat recorded in Plat Book H, page 250. and execute and deliver a good and sufficient warranty deed therefor on condition that S. L. Rogers shall pay the sum of Six Hundred Four & 80/100 Dollars in the following manner \$54.80 cash, the receipt whereof is hereby acknowledged, and \$50.00 on October 1st, 1940, and \$25.00 on the 1st of each and every month thereafter, when the balance due hereon is \$300.00 the seller will give to the purchaser a deed and the purchaser will give back a mortgage for \$300.00 until the full purchase price is paid, with interest on same from date at six per cent. monthly until paid to be computed and paid monthly, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition the sum of Fifty & no/100 dollars for attorney's fees, as is shown by my note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due A. B. Green shall be discharged in law and equity from all liability to make said deed, and may treat said S. L. Rogers as tenant holding over after termination, or contrary to the terms of this lease, and shall be entitled to claim and recover, or retain if already paid the sum of One Hundred & no/100 Dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, I have hereunto set my hand and seal this 3rd day of September, A.D. 1940.

In the presence of:

W. H. Arnold
Charlotte Stevenson

A. B. Green (SEAL)

State of South Carolina,
County of Greenville.

Personally appeared W. H. Arnold who says on oath that he saw A. B. Green sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that he with Charlotte Stevenson witnessed the same.

Sworn to before me this 3rd day of September, A. D. 1940.

W. H. Arnold.

Charlotte Stevenson (SEAL)

Notary Public, S. C.

No Stamps.

Recorded September 3rd, 1940 at 5:06 P. M. #12512 BY: E.G.