

TITLE TO REAL ESTATE

Contract For Deed.

Fair Heights.

State of South Carolina,
County of Greenville.

This Agreement made and entered into this 1st day of December, 1941, by and between Mrs. M. H. Piper, Greenville County, South Carolina, hereinafter called "The Vendor," and Miss Helen Glass of Minpro Rural Sta. Spruce Pine, N. C. hereinafter called "The Vendee".

Witnesseth: The vendor hereby contracts and agrees to sell to the vendee, and the vendee hereby agrees to buy, at the price and upon the terms hereinafter set forth, the following described lot or parcel of land situate in the County of Greenville, State of South Carolina, to-wit:

Lot 7, Block H

as shown on plat entitled "Fair Heights," which is duly recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book F, at page 257, reference to which is hereby made; and the said property is sold and shall be conveyed subject to the following restrictions, covenants and conditions, to-wit:

That the said lands shall not be sold, rented or otherwise disposed of to any negro or person of African descent. No residence costing less than Two Thousand (\$2,000.00) Dollars shall be erected on the lots fronting on the Laurens Road, and no residence costing less than Fifteen Hundred (\$1,500.00) Dollars shall be erected on the lots fronting on Fairview Ave., Cumberland Ave., Brookdale Ave., Bleckley Ave., and Dakota Ave. No building shall be erected on said lot nearer than twenty-five (25) feet to the front line.

The purchase price which the vendee shall pay for the said lots is the sum of \$295.00, which money shall be paid as follows: \$25.00 in cash, the receipt of which is hereby acknowledged; and the balance shall be paid in monthly installments of \$5.00 each, beginning one month from this date, the deferred payments to bear interest at the rate of 6% per annum.

All deferred payments are to be made at The Peoples National Bank of Greenville, at Greenville, S. C.

Upon full payment of said purchase price of said property and interest thereon as the same becomes due and payable, the vendor covenants to convey the said property or cause the same to be conveyed to the vendee or his assigns, by deed with general warranty, free and clear of all liens and encumbrances, save and except taxes not now due and payable and subject to the reservations and conditions set forth herein and on said plat.

The vendee agrees to pay the said purchase price of said property in the manner and at the time above set forth, time being declared of the essence of this contract, and in the event of thirty (30) days default by the vendee in making any of the payments herein provided for, then, at the option of the vendor all rights and interest of the vendee under this agreement may thereupon be declared terminated by the vendor, and in such event all money paid by the vendee under the provisions of this agreement may be retained by the vendor as rental of said property--and such payments as may be paid, in case of default, are now determined by the parties hereto as a fair rental value--but in such event, such payments shall be credited on said contract and said contract shall thereafter be cancelled. Or the vendor may, without notice, institute all necessary suits for the purpose of foreclosing this contract, and may cause the said property to be taken and sold by a court having jurisdiction, to the end that the vendor shall receive and collect the full amount of the unpaid part of said purchase price (all of which shall immediately and without notice and demand become due and payable, in case of such default) of said property, as well as the costs, charges and expenses of said suit. Or the vendor may take and enjoy any other remedy which may be proper in the premises.

This contract is executed by the vendee with the understanding and agreement that the property herein described has been inspected by the vendee, or his duly authorized agent, and has been purchased by the vendee solely as the result of such inspection, and the agreement herein contained, and not upon any inducements, representations, agreements, conditions, or stipulations by any person whatsoever not fully set forth herein, and this Contract for Deed embodies the entire agreement between the vendor and vendee relative to the property described herein.

This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

In Witness whereof, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Witnesses:

Joyce Tillotson

M. W. Fore

Mrs. M. H. Piper

Mrs. M. H. Piper (SEAL)

Helen Glass (SEAL)

Vendee

State of South Carolina,