

TITLE TO REAL ESTATE

RETA PRINTING CO., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

CONTRACT FOR TITLE.

This agreement, made and entered into by and between L. L. Richbourg, hereinafter referred to as Party of the First Part, and J. J. Moody, hereinafter referred to as Party of the Second Part, both of Greenville County, South Carolina,

WITNESSETH:

That the Party of the First Part agrees to sell unto the Party of the Second Part, his heirs and assigns, the following described real estate:

All that certain piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, being located on the southeast side of U. S. Highway # 29 and being known and designated as Lots No. 1 and 2 on plat of Property of L. L. Richbourg made by Dalton & Neves, Engineers, in October 1944, and being more particularly described as follows, to-wit:

BEGINNING at an iron pin on the ~~east~~ <sup>south</sup> side of U.S. Highway # 29 on line of properties of James M. Edwards and running thence S. 76-22 E. 820 ft. to an iron pin; thence S. 43-0 W. 497 ft. to a point in the center of New Road; thence with said New Road N. 49-40 W. 810 ft. to a pin on Right-of-way of U.S. Highway # 29; thence with said Highway N. 43-0 E. 405.6 ft. to the beginning point.

*The Debt hereby secured is paid and the lien of this mortgage is hereby cancelled.*  
*J. J. Moody*  
*Elizabeth E. B. Party*

The agreed sale price of said property is \$3800.00, payable as follows: \$1250.00 in cash upon execution and delivery of this contract, receipt of which is hereby acknowledged, and \$25.00 on the first day of May, 1945, and \$25.00 on the first day of each successive month thereafter until the whole deferred balance is paid in full; all of said deferred payments to bear interest at the rate of 6% from the date of this contract, to be computed and paid annually.

The Party of the Second Part is to pay all taxes assessed said property beginning with the year 1946.

RECORDED AND CANCELLED BY *April 19 46*  
ALLIE JAMES WOODS  
FOR GREENVILLE COUNTY, S. C. *J. M. [unclear]* # 6364

The Party of the First Part agrees that upon payment of the purchase price in full that he will convey unto the Party of the Second Part, his heirs and assigns, the lots hereinabove described, free of encumbrances or liens. It is understood that this property is being sold subject to restrictions, and that the deed to be delivered will contain the following restrictions:

- (1) That the property herein conveyed, nor any part thereof, shall be used for other than residential purposes for white people only;
- (2) That no building shall be erected nearer than 500 feet from the Super Highway #29 costing less than \$6500.00.
- (3) That no building shall be erected nearer than 200 feet from front line of side road costing less than \$3750.00

It is mutually understood and agreed by and between the parties hereto that time is of the essence of this contract, and that if the Party of the Second Part shall be in arrears, or in default, in payment of the monthly instalments hereinabove specified for a period of sixty (60) days, or more, or shall fail to pay taxes, then in such event, the party of the First Part shall have the right to treat the Party of the Second Part as a tenant holding over after the expiration of his lease, and this contract shall become null and void, and all payments made by said Party of the Second Part to the Party of the First part shall be retained by the Party of the First Part as legal or liquidated damages for breach of this contract.

The Party of the Second Part agrees to purchase the lots of land hereinabove described, and to pay the purchase price therefor as hereinabove set forth according to all the terms and conditions herein stipulated.

*For assignment to this lease, see Page 259 in this book*