

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

(In Duplicate)

This contract made and entered into by and between W. R. Cason, hereinafter referred to as the Seller, and G. W. McManaway and Louise Jay McManaway, hereinafter referred to as Purchasers, witnesseth:

That for a consideration of THIRTY FIVE HUNDRED and no/100 (\$3500.00) DOLLARS, I W. R. Cason, have agreed to sell to G. W. McManaway and Louise Jay McManaway, Purchasers:

All that certain piece, parcel or lot of land lying and being in the County and State aforesaid, in the City of Greenville, on the south side of Rhett Street, and more particularly described as follows:

BEGINNING at an iron pin on the south side of Rhett Street at corner of lot of land owned by Pendleton Street Baptist Church of Greenville, S. C., and running thence along the south side of Rhett Street in an easterly direction, Seventy-six (76) feet and four (4) inches, more or less, to an iron pin at corner of lot owned by W. L. Graydon; thence along line of W. L. Graydon lot in a southerly direction, Eighty (80) feet, more or less, to an iron pin at joint corner of W. L. Graydon and G. W. McManaway and Louise Jay McManaway; thence along the McManaway line in a westerly direction, Seventy Six (76) feet and four (4) inches to joint corner of W. R. Cason and Church line; thence along Church line, N. 18-30 W. 79 feet and 1 inch, more or less, to the beginning corner. The above property is a portion of a lot of land conveyed to W. R. Cason by Eleanor C. Carter by deed dated Oct. 2, 1944, recorded in Deed Book 268 at page 1 in the R.M.C. Office for Greenville County.

We, G. W. McManaway and Louise Jay McManaway, Purchasers, have agreed to purchase said lot of land from W. R. Cason for the said consideration of Thirty Five Hundred and no/100 (\$3500.00) Dollars, payable as hereinafter set forth.

W. R. Cason agrees to execute and deliver to said Purchasers a good fee simple, general warranty deed conveying to them the said described property, free and clear of any and all liens and encumbrances, on condition that the said Purchasers shall pay said Seller the said sum of Thirty Five Hundred and no/100 (\$3500.) Dollars in the following manner, to-wit: One Hundred (\$100.00) Dollars in cash as a down payment, upon the signing and execution of this contract; Twenty (\$20.00) Dollars in cash on the 1st day of October, 1947, and a like amount, \$20.00, on the 1st day of each and every succeeding month thereafter until the said full principal sum has been paid in full; with Six (6%) per cent. interest on Thirty Four Hundred (\$3400.00) Dollars from September 1st, 1947, to be computed and paid monthly, until paid in full. However, it is agreed and understood that Purchasers shall have the right to anticipate and that any part or all of the principal may be paid at any time during the life of this contract and before due.

It is also agreed that this contract is not assignable or transferrable until the principal has been reduced to the sum of Twenty Five Hundred (\$2500.00) Dollars, and with all interest, taxes and insurance premiums paid up.

Not less than One Thousand (\$1,000.00) Dollars fire insurance and not less than One Thousand (\$1,000.00) Dollars extended coverage is to be carried on buildings on said lot of land, and the same assigned to W. R. Cason as his interest may appear.

If Purchasers fail to make any of the payments set forth in this contract as and when due, then W. R. Cason, Seller, shall be discharged in law and equity from all liability to execute and deliver said deed and may treat Purchasers as Tenants holding over after the termination of their lease, and shall be entitled to claim and recover, or to retain if already paid, the sum of Twenty Five (\$25.00) Dollars per month for rent or by way of damages. Or, Seller may enforce payment of Note given by Purchasers; and in case any part thereof be collected by legal proceedings of any kind, the sum of Two Hundred and Fifty (\$250.00) Dollars is to be added for collection fees. Purchasers are to pay all City and County taxes beginning with Jan. 1, 1948, and continuing through the period covered by this contract.

The present buildings on said lot of land are to be kept in good repair by Purchasers, and Purchasers are not to alter or demolish same without the consent of Seller first obtained in writing.

IN WITNESS WHEREOF, we, W. R. Cason, Seller, and G. W. McManaway and Louise Jay McManaway, do hereunto set our hands and seals at Greenville, S. C., this the 27th day of August, 1947.

W. R. Cason _____ (Seal)
Seller
G. W. McManaway _____ (Seal)
Louise Jay McManaway _____ (Seal)
Purchasers

Signed, sealed and delivered in duplicate in the presence of:

John C. Henry
Claude Cooley