

AUG 14 11 08 AM 1953

SHERWOOD FOREST

John T. Douglas Lehman A. Moseley
GREENVILLE, S. C.

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE)

This agreement made at Greenville, S. C. on the day and year hereinafter mentioned, witnesseth, that LEHMAN A. MOSELEY and JOHN T. DOUGLAS of Greenville, South Carolina, hereinafter designated as SELLER, hereby agree to sell and convey to R. E. Shellenbarger hereinafter designated as the BUYER and the BUYER agrees to purchase upon terms and conditions hereinafter expressed, Lot No. 177 in the subdivision known as SHERWOOD FOREST as more fully described on the plat of said subdivision compiled by DALTON & NEVES, Registered Engineers, and recorded in the Office of the R. M. C. for Greenville County, State of South Carolina.

The BUYER agrees to pay to the SELLER for the said lot the sum of Thirteen Hundred Seventy-Five dollars (\$ 1,375.00), payable Two Hundred & NO/100 - - - - - dollars (\$ 200.00) in cash, receipt of which is acknowledged, and Forty & NO/100 - - - - - dollars (\$ 40.00)

or more per month, on or before the 10th day of each month and for each and every successive month until the purchase price is paid in full, with interest at the rate of six (6%) per cent per annum, payable semi-annually upon the deferred installments of the purchase price.

The following are the terms and conditions of this contract, referred to in paragraph one hereof:
First: It is agreed that the SELLER shall pay all regular taxes and installments of assessments (should any be due) accrued and payable in the year 1953 and the BUYER shall pay all taxes and assessments of every name, kind or nature whatsoever which shall accrue or become payable subsequent to December 31, 1953 that may be levied, assessed or payable against said lot.
Second: When the purchase price and all assessments (should any be levied) and taxes and interest at the rate of six (6%) per cent per annum on the deferred installments of the purchase price have been paid, the SELLER will deliver to the BUYER a warranty deed conveying said lot in fee simple, free and clear of all encumbrances, excepting such as the BUYER may have incurred or suffered to become a lien thereon.
Third: If any assessments be not paid when due, or if the monthly payments be more than thirty days delinquent, the SELLER may at his option either declare the entire purchase price due and collectible or may rescind this contract to sell and convey and take possession of the premises at his option, or may exercise such options successively, and in the event of such rescision, all payments theretofore made by the BUYER shall be taken and retained by the SELLER, not as a penalty, but as and for rent and for liquidated damages for the breach of this contract. Failure and delay to exercise this option, or either or both of them, at the time of default, shall not be or operate as a waiver of the right to exercise such option at any time thereafter, and exercise of the option to declare the entire purchase price due and collectible shall not preclude the SELLER from thereafter rescinding the contract as hereinabove provided.

Fourth: It is agreed that time is of the essence of this contract and that a letter addressed to the BUYER at Plaza Apartments shall be sufficient notice of the exercise of said option.

Fifth: In case the BUYER should desire to build before the said lot is fully paid for, the SELLER may issue a written permit to erect a building. In case the BUYER places any building on said lot before the same is fully paid for, without such written consent of the SELLER endorsed thereon, any attempted sale, transfer or assignment without such consent, shall be void. In the event of a sale, transfer or assignment, with such consent, the purchaser from the BUYER shall succeed to all rights, title and liabilities of the BUYER thereunder.

Sixth: This lot is for residence purposes only, and no dwelling shall be erected thereon that shall cost less than Six Thousand & NO/100 - - - - - dollars (\$ 6,000.00) when completed and no part of said dwelling shall be nearer the front line of said lot than forty (40) feet.

Seventh: It is understood and agreed that the deed to be delivered by the SELLER to the BUYER may contain a full expression of the restrictions and covenants with respect to the use of said lot, such restrictions in the deed to be not in conflict, however, with the provisions of this contract.

Eighth: It is further agreed and understood that the SELLER shall not be bound by any statement, agreement or representations not herein contained, and furthermore said BUYER agrees and covenants that he has not any agreement or understanding of any kind or nature in regard to said lot not herein contained. The conditions and provisions of this contract shall be binding on the parties to this agreement and their heirs, executors, administrators, assigns and personal representatives.

Executed in duplicate at Greenville, South Carolina, this 31st day of July, 19 53.

Witness:
Winnie Mae Trotter
Leetech C. Mann
AS TO SELLER
Leetech C. Mann
Jaqueline P. Peace
AS TO BUYER

By John T. Douglas
SELLER
Lehman A. Moseley
Robert E. Shellenbarger
Pattie Lou Shellenbarger
BUYER

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Assignment Recorded May 19, 1954
P. 11239-P
at 3:50 P.M.

For Value Received, we hereby assign and transfer unto S. A. Moseley and Roy W. Boggs all our right, title and interest as buyers in and to the within Contract of sale and we hereby authorize S. A. Moseley and John T. Douglas, the sellers, to execute a deed to the said S. A. Moseley and Roy W. Boggs.