

STATE OF SOUTH CAROLINA :  
COUNTY OF GREENVILLE :

CONTRACT OF SALE.  
(In Duplicate)

This agreement made and entered into at Greenville, S. C., this the 12th day of January, 1961, by and between Osear Hodges, Jr., and Sara S. Hodges, hereinafter referred to as "Sellers", and J. B. Bishop, Jr., hereinafter referred to as "Purchaser", all of Greenville, South Carolina, witnesseth:

The Sellers hereby agree to sell and convey unto the Purchaser, the following described real estate:

All that piece, parcel or lot of land, with all the improvements now thereon, in Cantt Township, Greenville County, South Carolina, in Conestee Mill Village, being designated as Lot Number Nine (No. 9) of Conestee as shown on plat by R.E. Dalton, Engr., made in December, 1943, recorded in R.M.C. office for said County and State in Plat Book "K" at page 276, having a frontage of One Hundred (100) feet on south side of Fourth Avenue, and a depth in parallel lines of One Hundred Seventy Five (175) feet, with such metes and bounds as shown by said plat, being same property as conveyed to Sellers by E. Inman, Master, by deed dated October 11, 1960, recorded in said R.M.C. office in Vol. 662 at page 495; all subject to the following terms and conditions:

(1) The sale price of said property is the sum of Nine Hundred (\$900.00) Dollars, payable Thirty (\$30.00) Dollars in cash, quarterly, that is, Thirty (\$30.00) Dollars on April 12, 1961; Thirty (\$30.00) Dollars on July 12, 1961; Thirty (\$30.00) Dollars on October 12, 1961; Thirty (\$30.00) Dollars on January 12, 1962; and a like sum on the 12th day of each and every succeeding April, July, October and January thereafter, until paid in full; together with interest thereon from date at the rate of Six (6%) per annum, to be computed and paid quarterly, as above, until paid in full; all interest not paid when due to bear interest at same rate as the principal.

(2) It is fully agreed and understood by both the Sellers and the Purchaser, that any and all repairs and improvements that may be made to the building and premises at any time during the period covered by this contract of sale, shall be made solely by, at the will of, under the supervision of and at the expense of, the Purchaser, and that Sellers shall in no way whatsoever be liable or obligated for any costs and expenses nor any other charges whatsoever thereabout incurred, and Purchaser shall make prompt payments for any and all labor and materials to those furnishing same to him, unless credit be extended solely to him therefor; and the Purchaser shall be solely liable for any injuries to persons and/or damages to property that may occur during, and by reason of, the making of said repairs and improvements, and the Sellers shall in no way be liable therefor or in any wise thereabout; and the Purchaser is to, and shall, show this contract of sale to any and all materialmen, carpenters, laborers, and any and all other agents and employees engaged by him and involved in any way in the making of such repairs and improvements, and explain to and inform them in such regard, that they will fully understand and realize that they are extending credit solely to Purchaser and not to the Sellers and are not to make any charges against the said described property nor hold the Sellers obligated in any way; and the recording of this contract of sale in said R.M.C. office shall be notice of all of the foregoing.

(3) All taxes and all insurance premiums coming due and payable during the period of this contract of sale, shall be paid in full, promptly, by the Purchaser as same fall due, in addition to the payments stipulated to be made hereinabove.

(4) The Sellers shall convey unto the Purchaser by good, fee simple absolute deed, free and clear of any and all liens and encumbrances, the property hereinabove described when the same has been fully paid for and all taxes and insurance premiums fully paid by Purchaser. However, the Sellers have fully explained and made known to the Purchaser, the fact that the United States of America has reserved, and is legally entitled to redeem said property at any time on or before the 3rd day of October 1961, under and by a Decree of the County Court for Greenville County, South Carolina, in an action in the said County Court, and under which Decree the Sellers purchased said property at foreclosure sale on October 3, 1960 in the case of Oscar Hodges, Jr., et al., vs. Mrs. Trulias Mahaffey, etc., et al., in Judgment Roll

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*Cancelled by default of Purchaser, J. B. Bishop, Jr. to comply with the terms of this contract of sale.*

*Witness:*  
*Signed, sealed and delivered*  
*this 23rd day of Oct., 1961.*

SATISFIED AND CANCELLED OF RECORD  
25 DAY OF Oct 1961