

South Carolina

County of Greenville.

Articles of agreement made and entered into at Greenville, S.C. this 5th, day of December A.D. 1911, between H.K. Townes, party of the first part and W.K. Brewer, party of the second part;

Witness:-

That the party of the first part leases unto the party of the second part, with privilege to the party of the second part to purchase under the terms and conditions herein stated, the following lot of land having thereon a dwelling house, to-wit, All that lot on McCall Street, fronting thereon forty feet, and running back one hundred seventy-five feet to an alley in City of Greenville, County and State aforesaid, same conveyed to me by Mrs. M.W. Hightower.

The party of the second part agrees to pay as the purchase price for said premises the sum of of Twelve hundred twenty-five Dollars and interest on the said sum from date of this agreement at eight per cent. per annum, payable semi-annually until paid in full, and the taxes and insurance premiums on the house, and to keep the premises and house in good repair during his possession of the same. That the party of the second part this day paid the sum of One hundred dollars leaving a balance representing the principal of Eleven Hundred twenty-five Dollars and this sum bears interest. The party of the second part agrees to pay the sum of Fifteen Dollars each month, the first payment to be made December 31st, 1911, and thereafter the sum of fifteen Dollars each month on the last day thereof, until the full sum of Eleven hundred twenty-five Dollars with the interest is paid in full, and the taxes and insurance premiums in addition, the insurance to be carried in the name of the party of the first part for his security. Ins to be \$600.00. If the party of the second part shall become in default of any monthly payment for a period of ninety days, then it is agreed that the rent of said premises is hereby fixed at ten dollars per month, the taxes and insurance premiums, and the sum of one hundred dollars is hereby fixed as liquidated damages for the breach of this contract, and whatever sums have been paid in addition not including repairs of premises and buildings, shall be deposited with the Clerk of of the Court of Common Pleas, for said Greenville County to the credit of the party of the second part, without interest on such sums, by the party of the first part, and the party of the first part shall then be entitled to possession of said premises, and shall declare this contract void, and the party of the second part shall forfeit his right to purchase said premises, and the party of the first part may treat the party of the second part as a tenant holding over after the expiration of his lease, and may eject him as such tenant, and that time is of the essence of this agreement. That if the party of the second part shall faithfully make the said payments, and not at any time be in default for ninety days, said payments of Fifteen Dollars each month, and shall pay all taxes insurance premiums in addition, then when he shall have paid the balance of Eleven hundred twenty-five Dollars the interest, and all payments of insurance and taxes, and shall keep the buildings in repair, then upon completion of such payments within the time herein mentioned the party of the first part agrees to make him a good deed conveying said land in fee simple free from any lien or incumbrances. When one-third of the principal is paid party of the second part is to take a deed and give mortgage for balance with same terms. Privilege is hereby given the party of the second part to pay the whole amount at any time this contract is in force, and privilege to pay any larger payment than fifteen dollars each month at any time.

Witness our hands and seals, this 5th, day of December, 1911.

Witnesses:-

Arthur S. Agnew,
Brown Martin,

H.K. Townes, (L.S.)
W.K. Brewer, (L.S.) -

Personally appeared before me Arthur S. Agnew who upon oath says that he saw the within named W.K. Brewer and the within named H.K. Townes each sign and execute the foregoing contract and that he with Brown Martin witnessed the execution thereof.

Sworn to before me this 5th, day of December 1911.

Arthur S. Agnew

Brown Martin, (Seal)
Notary Public for S.C.

Townes & Watson,
Attorneys and Counsellors at Law.
Greenville, S.C.

December 5th, 1911.

I hereby certify that Mrs. M.W. Hightower conveyed to me this day her house and lot on McCall Street City of Greenville and gave me a good title thereto, and that I now have a good title. This is the same lot which I have this day contracted to sell to W.K. Brewer.

H.K. Townes.

Recorded December 6th, 1911.