VOL. 22

( Agreement 75 ¢)

153

Witness:

D.B. Traxler. C. L. Gullick.

Suburban Land Company. T. F. Hunt, Prest. Frank F. Martin, Secty. & Treas. T.H. Yeargin.

County of Greenville.

State of South Carolina.

This agreement made this 25th day of February, 1913 by and between L.I. Jennings of Greenville S.C. party of the first part and A.L. Mills of Greenville, S.C. party of the second part WITNESSETH: That the party of the first part hereby agrees to sell to the party of the second part his parcel of real estate fronting two hundred ten feet (210) on the south side of East Washington Street commencing at the intersection of Brown Street and East Washington Street and running to the intersection of Spring Street and East Washington Street and having a depthe of two hundred (200) feet more or less from East Washington Street to the line of W.C. Cleveland, for the consideration of ninety five thousand dollars (\$95,000.00) payable as follows: \$15,000 payable on March 25% 1913, and the party of the second part agrees to assume the mortgage of \$7,000 now over the brick building and the lot on which it stands, interest on this \$7,000 mortgage to be pro-rated from date of deed, said \$7,000 mortgage is now held by the Virginia Life Insurance Co., and the party of the second part agrees to give the party of the xexxex first part a second mortgage over the brick building and the lot on which it stand for \$28,000 pagable \$5600 in six years from date of deed, \$5600 due in seven years from date of deed, \$5600 due in eight years from date of deed, \$5600 due in nine years from date of deed, and \$5600 due in ten years from date of deed, and the party of the second part agrees to give to the party of the first part a first mortgage over the balance of the property for \$45,000 due \$9,000 in six years from date of deed, \$9,000 due in seven years from date of Deed, \$9,000 due in eight years from date of deed, \$9,000 due in nine years from date of deed, and \$9,000 due in ten years from date of deed, interest on deferred payments to be at the rate of 6% per annum. The party of the second first part agrees to give to the party of the second part a warranty deed in fee simple for the above described premises, all papers to be signed, sealed and delivered on March 25, 1913. It is understood and agreed that the party of the second part is to have the privilege of paying to the party of the first part at any time \$35,000 which shall be credited on the notes and mortgages over the brick building and the lot on which it stands, and the party of the first part shall then release from the lien of the above notes and mortgages the said brick building and the lot on which it stands; it is also understood that the party of the ax first part shall release from the lien of the above mortgage any of the remaining one hundred sixty (160) feet of the said frontage of two hundred ten (210) feet upon the payment of the amount of \$320 per front foot, said payments to be credited on the above note and mortgage. It is understood that the entire encumbrance can be paid off at any time.

The party of the first part hereby acknowledges the receipt of five dollars (\$5) paid by the party of the second part to bind the terms of this agreement.

The Titles of the above property to be satisfactory to the attorney of the party of the second part. The party of the first part is to transfer the above mentioned property free from all liens, mortgages, or any part claims whatsoever except for the mortgage of \$7,000 hereinbefore mentioned that the party of the second part is to assume, and except that the party of the manant first part shall have the privilege of occupying the house now occupied by him for ninety (90) days from fix date of this agreement, date of papers are signed

It is understood that the interest on deferred payments is to begin from the date of the execution of the above mentioned mortgages.