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VOL. 22

State of South Carolina, County of Greenville.

This Agreement made and entered into this the 28th day of March, 1913, by and between C.J.. Morgan and J.H. Morgan, Jr., of the one part, hereinafter called vendors, and Joe Tannahill and Hext M.-Perry of the other part, hereinafter called vendess,

WITNESSETH

That for and in consideration of the sum of Seventy-seven hundred and thirty dollars (\$7730.00) to be paid as hereinafter stated, the said vendors have bargained and sold to the said vendees, and upon the terms and at the times hereinafter stated, will convey to them that lot of land situate on the East side of South Main Street, in the City and County of Greenville, South Carolina, fronting said Street, twenty-two feet and two inches, and running back in parallel lines one hundred and sixty feet, being the same land conveyed to said vendors by R.J. Rowley and W.W. Miller by deed dated the 25th of February, 1913, recorded in Vol. 24, page 393.

For said land the vendors have agreed to receive, and the vendees to pay, the above sum of money as follows: By cash and its equivalent, at the signing and delivery of this agreement, sixteen hundred and thirty dollars (\$1630.00); that on August 1st, 1913, Twenty-one hundred Dollars (\$2100.00) with interest at the rate of seven per cent per annum, until paid from March 26th, 1913, payable annually, and if not so paid, to draw interest at the same rate as the principal; Four Thousand Dollars (\$4,000.00) to be paid on or by February 24th, 1915, with interest from the 26th of March, 1913, until paid, at the rate of eight per cent per annum, to be computed and paid annually, and if not so paid, to draw interest at the same rate as the principal, and that the vendees will pay a sum additional equal to ten per cent of the amount due, as attorney's fees, in case said sums, or any parts thereof, are collected by an attorney, by suit or through court.

It is further understood and agreed that the taxes and assessments against said property for the year 1913, will be prorated between the parties and all subsequent taxes paid by the vendees.

It is further agreed that upon the failure of the vendees to pay any interest of any payment when the same is due, as is hereinabove provided, the whole amount thereupon becomes due and payable at the option of the vendors, or upon the failure of the vendees to perform any part of this contract, including the payment of principal and interest, the said vendors shall have the right to declare this contract thereafter void, and the said vendors and vendees do hereby agree that all amounts paid up to that time by reason of this agreement shall be liquidated dameges to the vendors, as well in like manner, any improvements that may have been made on said premises and the said vendors may retain the same and treat the vendees as tenants holding over without permission, and may take immediate possession of the premises and remove all parties therefrom.

To all of the foregoing conditions, stipulations and agreements the parties do hereby agree binding themselves, their heirs and assigns, and in witness whereof do hereunto in duplicate set their hands and seals this the day and year first above written.

D.B. Traxler.

B.A. Morgan,
As to C.J. & J.H. Morgan, Jr.

Signed, sealed and delivered in the presence of:

D.B. Traxler,

(Seal)

C.J. Morgan, (Seal)

Jas. H. Morgan, Jr. (Seal)

(Seal)

Virginia Talley, As to J.D. Tannahill & Hext M. Perry. VOL. 22 South Carolina, Greenville County.

Personally comes before me B.A. Morgan who on oath says that he saw the foregoing C.J. Morgan J.H. Morgan, Jr., Joe Fannahill and Hest M. Perry sign, seal and as their act and deed, deliver the foregoing Agreement, and that he with D.B. Traxler witnessed the execution of same.

Sworn to and subscribed before

me this 27th, day of March 1913.

B.A. Morgan

H.P. Burbage (Seal)

Notary Public. S.C.

South Carolina Greenville County.

Personally comes before me Virginia Talley, who on oath says that she saw the foregoing Joe-Tannahill and Hext M. Perry, sign, seal and as their act and deed, deliver the foregoing Agreement and that she with D.B. Traxler witnessed the execution of same.

Sworn to and subscribed before me

this 27th, day of March 1913.

Virginia Talley

B.A. Morgan -

N.P. S.C.

Recorded for March 29th, 1913.

Release- no chgs.

State of South Carolina,

County of Greenville.

For Value Received. I hereby release the within described lot of land from the lien of a mortgage executed and delivered by Mountain View Land Company to Mrs. Annie L. Martin on Jan. 15th, 1910, and recorded in R.M.C. office for Greenville County in Mortgage Book 1, page 41.

Witness:

C.P. Nesbitt, J.P. Ballenger, Mrs. Annie L. Martin, Per.

> Jos. A. McCullough, Atty. in fact

State of South Carolina,

County of Greenville.

Personally appeared before me C.P. Nesbitt who being duly sworn says that she saw the above named Jos. A. McCullough sign, seal and deliver the above written release, and that she with J.P. Ballenger witnessed the execution thereof.

Sworn to and subscribed before me this 22, day of April 1913.
J.P. Ballenger (L.S.)
Notary Public for S.C.

C.P. Nesbitt

(For the deed to the above Release, see deed book Volume 25, at page 1)

Recorded for April 22nd, 1913.