For value received I, hereby assign, transfer, set over, and sell to W.L. Smith, the within contract for the purchase of the property herein described. This Nov. 1st, 1913.

Witness. Mrs. C.S. McKelvey, V.M. Johnson. Mary Ellen Johnson.

I agree to the above transfer.

J. Frank Eppes, Atty. for Vendor.

State of South Carolina.

County of Greenville.

Personally appeared before me P.S. Butler who being sworn says that he saw the above named J.D.Good and Mary Ellen Johnson sign, seal and deliver the within written instrument for the purposes
and intentions therein expressed, and that he with J. Frank Eppes witnessed the execution thereof.
Sworn to and subscribed to before

me this 17 July, 1913.

P.S. Butler

J. Frank Eppes (Seal)

Notary Public for S.C.

Recorded for July 19th, 1913.

State of South Carolina.

County of Greenville.

This Agreement entered into this 15th day of July 1913, between Suburban Land Co., hereinafter called the Seller, and B.S. Allen, hereinafter called Purchaser.

WITNESSETH: That in consideration of the agreements and payments hereinafter named, the Seller agrees to sell, and the Purchaser agrees to buy the hereinafter described lot of land at the price of Six hundred ninety Dollars (\$690.00), of which \$25.00 has been paid in cash, and the remainder is payable as follows:

\$15.00 each succeeding month, until the purchase price is paid in full, with interest on the unpaid portion from date at the rate of eight per cent per annum to be computed and paid annually, and if unpaid to bear interest at same rate as principal, and in case said sum or any part thereof be collected by an Attorney or thro legal proceedings of any kind, the Purchaser agrees to pay ten per cent in addition to the amount due as attorney's fee; and the Purchaser has given his note of even date for the purchase price as aforesaid.

On Payment of the full purchase price and interest the Seller agrees that there shall be made to the Purchaser a good warranty deed for said property. It is further agreed that the Purchaser shall pay all taxes on said property.

The property hereby agreed to be sold and bought is described as follows:

Lot No. 57 of Sans Souci Villa.

Said property shall be subject to the following restrictions;

First; That no house shall be built on said lots costing less than \$1,500.00

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Second: That said lots nor any part thereof shall not be sold, rented, or otherwise disposed of to any person of African descent.

Third: That no building shall be buil on said lots nearer the Street than the building line, said line being 15 feet from the sidewalks.

And the Purchaser agrees to insure the house and buildings on said lots in the sum of not

less than
Dollars in a Company or Companies satisfactory

to the Seller, and keep same insured from loss or damage by fire, and assign the policy of -

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insurance to said Seller, and in the event the Purchaser shall at any time fail to do so, then
the Seller may cause same to be insured in name and reimburse for the
premium and expense of such insurance under this contract, with interest, or may proceed to
foreclose as though this contract were past due.

It is agreed that time is of the essence of this contract, and if said payments be not made when due, the Seller shall be discharged in law and equity from making said deed, and may treat said Purchaser as tenant holding over after termination of his lease, and shall be entitled to claim and recover, or retain if already paid, the sum of \$180.00 per year for rent, or by way of liquidated damages, or may enforce payment of said note.

Done in duplicate at Greenville, South Carolina, the day and year above written.

Witness:

T.B. Reeves,

Suburban Land Co.
T. F. Hunt, Prest. (L.S.)
Frank F. Martin, Secty & Treas. (L.S.)
B.S. Allen,
Purchaser.

The State of South Carolina.

J. Theo Solomons, Jr.

Greenville County.

Personally appeared before me J. Theo Solomons, Jr. and made oath that he saw the within named T.F. Hunt & F.F. Martin, for Suburban Land Co. and B.S. Allen for himself sign, seal and as their act and deed, deliver the within written deed, and that he with T.B. Reeves witnessed the execution thereof.

Sworn to before me this 21st,

day of July, A.D. 1913.

J. Theo Solomons, Jr.

W.S. Bradley (L.S.)

Notary Public for S.C.

Recorded for July 21st, 1913.

State of New York,

County of Kings.

I, Charles, Devoy, Clerk of the County of Kings, and also Clerk of the Supreme Court of said County (said Court being a Court of Record), Do Hereby certify that Mr. Hubert F. Kelly whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a Notary Public of the State of New York in and for said County of Kings, dwelling in said County, commissioned and sworm and duly authorized to take the same. And further, That I am well acquainted with the handwriting of such Notary, and verily believe that the signature to said Certificate is genuine, and that the said instrument is executed and acknowledged according to the laws of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said County and Court, this 16, day of Apr. 1913.

Chas. S. Devoy, Clerk.

(For the deed to the above Certificate, see deed book Volume 26, at page 8.)

Recorded for July 15, 1913.