Contract to sell land.,

VOL. 32. TITLE TO REAL ESTATE. State of South Carolina, County of Greenville.

This Agreement: Made and entered into and between Catherine M.Poole, party of the first part, and S.Mack Howard, party of the second part,

## WITNESSETH: -

That the party of the first part, for the consideration herein after mentioned, hereby agrees to sell and convey, by fee simple deed, to the party of the second part, his heirs and assigns, all that certain lot of land, in Ward Five of the City and County of Greenville, South Carelina, on Rhett Street, and having a frontage thereon of sixty-four (64) feet, and a depth of one hundred and fourteen (114) feet, and being the same let of land conveyed to the party of the first part by R.F.Langford, by deed dated February 22nd, 1915; for a more accurate description of said premises, see said deed.

That in consideration thereof, the party of the second part agrees to assume and pay a certain note and mortgage dated May 14th, 1914, given by Hannah Jacobi, for the wim of Matteen Hundred (\$1500.00) Dollars, with interest thereon from February 19th, 1915, and agrees to pay the sum of One Thousand (1000.00) Dollars, according to the terms of note this day executed by the party

of the second part to the party of the first part, reference to which is hereby craved:

That upon the party of the second part assuming and paying the note and mortgage held by
Hannah Jacobi, and all interest due thereon according to its terms, and upon his paying the note
executed by him to theparty of the first part, and all interest due thereon according to its
terms, and upon his, in the meantime paying all the taxes upon said land, and fire insurance, the
party of the first part will execute and deliver to him a sufficient deed for said premises; and
it expressly agreed by and between said parties, that time is of the essence of this contract,
and that in the event of the non-payment of the note held by Hannah Jacobi, or the interest due
thereon according to its terms, and upon the non-payment of the monthly installments due upon the
note held by the party of the first part, according to its terms, promptly at the time therein
limited, that then the party of the first part is absolutely discharged, both in law and in equity,
from any and all liability to make and execute such deed, and may treat the party of the second
part as a tenant, holding over the termination, or contrary to the terms of this his lease.

It is further agreed between the parties hereto, that in case of the failure of the party of the second part to comply promptly with all the terms of said notes and mortgages, and this agreement, that the party of the first part shall have the right to retain all payments made by the party of the second part, and hold the same as rent for said premises.

In witness whereof the parties have hereunjo set their hands and seals in duplicate, this the 26th day of February, A.D.1915.

In the presence of:-

Hilds Dawes,

Oscar Hodges,

Catherine M.Pool (LS)
Party of the first part.
S.M. Howard (LS)
Party of the second part.

State of South Carolina, County of Greenville.

Personally Appeared before me Hilda Dawes, who on cath says she saw the within named Catherine M. Poole and S. Mack Howard sign, seal and deliver the foregoin written instrument for the uses and purposes therein mentioned, and that she with Oscar Hodges witnessed the due execution thereof.

Sworn to and subscribed before me this 26 day offebruary, A. D. 1915.

Hilda Dawes.

Oscar Hodges (L S. )

Notary Public for S. C.

I agree that when the sum of Five Hundred (\$500.00) Dollars is paid to me, on the principal together with all the interest due on note mentioned that I will execute deed to S. Mack Howard he to give me note for Five Hundred (\$500.00) Dollars, and secure the same by a mortgage of the willing premises.

Witness myhand and seal this 26th day of February, 1915. In presence of.

Catherine M. Poole. (E.S.)

Oscar Hodges,

Hilda Dawes.

Recorded For February 26th 1915.