

(Contract to sell land)

State of South Carolina,
County of Greenville.

This Agreement by and between W. Marion Pack and H. T. Wooten, of Greenville, S. C. Witnesseth:-
That the said W. Marion Pack hereby agrees to sell and convey unto the said H. T. Wooten the lot of land with the buildings therein, hereinafter more particularly described, on the terms hereinafter set forth and for the price of Fourteen hundred and fifty dollars to be paid as hereinafter set forth, with interest on deferred payments at the rate of eight per cent per annum; and the said H. T. Wooten hereby agrees to purchase the said premises on the said terms and for the said purchase price payable as hereinafter set forth.

And the said W. Marion Pack agrees to execute and deliver a good and sufficient fee simple deed, with the usual general warranty and covenants, free from encumbrance of all and every kind, on the payment of the full purchase price, and all interest on deferred payments if any shall be due. The description of the property agreed to be sold is as follows: All that piece, parcel or lot of land in the County and State aforesaid, near the City of Greenville and being known and designated as lot No. 1, in block "C" of the Melville Land Company as shown on plat of same recorded in Plat Book "A" at page 59, in R. M. C. office for said County & State. The first cash payment of one hundred and fifty dollars is hereby acknowledged and the said H. T. Wooten hereby agrees to pay the sum of twenty dollars on the first of each and every month hereafter until the full purchase price, with all interest on any and all deferred payments shall have been paid; the interest on deferred payments payable annually at said rate. And it is agreed that the said H. T. Wooten shall have the use of the said premises until default in any of the said payments, and shall keep the said premises in good repair and keep the premiums of insurance on the said property in an amount not less than one thousand dollars in the name of the said W. Marion Pack, paid in full; and also to pay any and all taxes or assessments of every kind on the said property. And that the said H. T. Wooten shall have the privilege of anticipating any of the monthly payments or of paying off the full amount of the said purchase price with all interest at any time should he so desire. And it is agreed that in the event the said H. T. Wooten shall at any time make default in any of the said payments when due and the same remain unpaid for a period of sixty days then this agreement shall be null and void, and such payments as shall have been made hereon shall be retained by the said W. Marion Pack as fixed and agreed liquidated damages without any liability to account for same. Witness our hands and seals this 7th, day of March 1918.

Signed, sealed and delivered
in presence of:
J. V. Croskeys.
P. S. Butler.

State of South Carolina,
Greenville County.

Personally appeared before me J. V. Croskeys and made oath that he saw the within named W. Marion Pack by his attorney in fact- W. S. Pack and the within named H. T. Wooten sign, seal and as the act of the within named W. Marion Pack and the within named H. T. Wooten deliver the within written agreement, and that he, with P. S. Butler witnessed the execution thereof. Sworn to before me this 7th, day of March 1918.

P. S. Butler (L. S.)
Not. Pub. for S. C.

W. Marion Pack (L. S.)
Per. W. S. Pack, Atty. in
Fact.
H. T. Wooten, (L. S.)

J. V. Croskeys

Recorded March 7th, 1918.

(Bond for Title)

No. - - -

\$750.00

This agreement entered into this 5, day of March in the year 1918 between
J. Frank White, hereinafter referred to as seller, and A. McGee, both of the City of Greenville,
South Carolina, hereinafter referred to as Purchaser. Witnesseth:

That in consideration of the agreements and the payment of the sums of money herein after referred to, the Seller agrees to sell and Purchaser agrees to buy that certain lot of land situate near the City of Greenville, known as lot No. eleven & a portion of No. 11A in Block J. subdivision of City View property dimensions of this lot is fifty feet front by one hundred and forty-two feet deep (50 X 142) as represented on a map of said property on file in the office of Register of Mesne Conveyance for Greenville County, at the price of Seven hundred and fifty dollars, of which Fifty dollars has been paid in cash and the remainder is payable as follows: Ten (\$10.00) each and every month until paid in full- payments to begin April 1st, 1918 Dollars on the first day of each and every month hereafter. Time is of the essence of this contract. Interest at the rate of 7 per cent. per annum, payable annually. No taxes are to be charged against the Purchaser until deed is given for said lot. On payment of the said sum of money, the Seller agrees that there shall be made to Purchaser a good warranty deed for the said lot of land. If the purchaser shall be in default in making any of said payments for a period of thirty days, this agreement shall be null and void at the option of the Seller and the money paid hereunder shall be regarded - as liquidated damages. After making twenty-four monthly payments as hereinabove provided for the Purchaser shall make to the Seller his note for the balance due, with interest as aforesaid, secured by a mortgage of the premises and the Seller shall thereupon cause to be executed a warranty deed for said lot as aforesaid. The deed to said lot shall contain the following restrictions, which shall apply for a period of twenty years from the date of this contract.

- (1) That the property is not to be sold, rented or otherwise disposed of to persons of African descent.
- (2) That no liquor or ardent spirits are to be sold on the property.
- (3) ~~That no building shall be erected nearer the roadway than fifteen feet.~~
- (4) ~~That no use shall be made of the lot, or any part thereof, which would constitute a nuisance or injure the value of neighboring lots.~~
- (5) That the Seller reserves the right to pay and place or authorize the laying and placing of electric car tracks, gas and water pipes, electricity, telephone or telegraph poles or any other work of utility in or along any of the roadways, without any compensation to any lot owner. This agreement constitutes the sole and final contract between the parties and no promises or agreements not contained herein shall be of force.

Witness:

L. K. Clyde - Julius H. Heyward.

J. Frank White,

State of South Carolina,
County of Greenville.

A. McGee-Purchaser.

Personally appeared before me L. K. Clyde and on oath says, that he saw the within named J. Frank White and A. McGee, respectively sign, and as their mutual act and deed deliver the within written Bond for Titles, and that he with Julius H. Heyward witnessed the execution thereof. Sworn to before me this Eighth day of March A. D. 1918.

James R. Bates (Seal)
Notary Public for S. C.

L. K. Clyde

State of South Carolina, County of Greenville.

I, Valaree Rickman, by my Attorney in fact for value received, do hereby release from the within described lot of land the lien of a certain mortgage, executed and delivered to me by J. Frank White, on February 11th, 1914 securing a note of even date therewith for \$600.00, said mortgage being recorded in R. M. C. office for Greenville County, in Mortgage Book Volume 37, page 184. Witness my hand and seal this 8th, day of March 1918.

In the presence of:
L. K. Clyde - Lillian Foster.

Valaree Rickman (Seal)
By-Oscar Hodges, Attorney in Fact.

South Carolina, Greenville County.

Personally appeared before me L. K. Clyde who on oath says that he saw the above named Oscar Hodges, as Attorney in fact sign, seal and as his act and deed deliver the within written Instrument, and that he with Lillian Foster witnessed the execution thereof. Sworn to before me this eighth day of March 1918.

James R. Bates (Seal)
Notary Public for S. C.

L. K. Clyde

Recorded March 8th, 1918.