

shall be kept insured for their insurable value during the period of this contract, and in case of loss by fire the insurable value of the said buildings is to be deducted from the purchase price as hereinabove stated, and it is further agreed that the Buyer is to pay all cost of insurance and taxes in connection with the said property from the date possession is given.

4: It is further understood and agreed that possession to the said premises is to be given on the 1st day of Jan'y. 1921, provided the terms of this contract have been complied with.

5: It is agreed by and between the parties hereto that time is the essence of this contract and that if the Buyer fails to make any of the payments as hereinabove stated within five days after the same is due, then, it is distinctly agreed that the amount theretofore paid shall be taken as liquidated damages by the Seller, and the Seller shall have the right to consider this contract null and void at his option.

The parties hereto bind themselves, their heirs and assigns to perform the terms of this agreement.

In witness whereof, the parties hereto have executed the foregoing in duplicate this the 28, day of June 1920.

In presence of: J.T. Mahon, (L.S.) W.G. Campbell, Mrs. W.G. Campbell, W.M. Woods, (L.S.) J.M. Woods, (L.S.) Ches. E. Robinson, Laura Moffett, Ben D.Davenport, (L.S.)

State of South Carolina, County of Greenville.

Personally appeared before me W.G. Campbell and made oath that he was present and saw the within named J.T. Mahon sign, seal and as his act and deed deliver the foregoing agreement and that he with Mrs. ~~K~~ W.G. Campbell witnessed the execution thereof.

Sworn to before me this the 13, day of Dec. 1920.

L.S. Chasteen (L.S.) Magistrate for S.C. W.G. Campbell.

State of South Carolina, County of Greenville.

Personally appeared before me Laura Moffett and made oath that he was present and saw the within named W.M. and J.M. Woods and Ben D.Davenport sign, seal and as their act and deed deliver the foregoing agreement and that she with Ches E. Robinson witnessed the execution thereof.

Sworn to before me this 14, day of December 1920.

Minnie Hunt (L.S.) Notary Public for S.C. Laura Moffett



Recorded December 14th, 1920.

State of South Carolina, County of Greenville.

Know all men by these presents, We, J.T. Davenport and F.E. Schroeder, have agreed to sell to S.J. Eassy and Mack Joseph a certain lot or tract of land in the County of Greenville, State of South Carolina, being same house and lot purchased by said J.T. Davenport and F.E. Schroeder from H.M. Nester, and being described as follows:

Lot of land situated in the City of Greenville, North side of Birnie Street; Beginning corner of lots 6 and 7; thence along line of lots Nos. 6 and 7, 145 feet to corner; thence across an alley on right of way of C. & G. Railroad; thence along right of way 55 feet to corner across an alley; thence 124 feet to corner on Birnie Street; thence 520 feet to beginning corner, and execute and deliver a good and sufficient warranty deed therefor, on condition that S.J. Eassy and Mack Joseph shall pay the sum of Twenty-three hundred and seventy-five (\$2375.00) Dollars in the following manner:

\$12.50 on the second day of each calendar month, beginning January 2nd, 1921, until the full purchase price is paid; and in case said sum or any part thereof, be collected by an attorney, or through legal proceedings of any kind, then in addition the sum of One hundred (\$100.00) Dollars for Attorney's fees. The Purchasers agree to pay all taxes while this contract is of force and insurance.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due, J.T. Davenport and F.E. Schroeder shall be discharged in law and equity from all liability to make said deed, and may treat said S.J. Eassy and Mack Joseph as tenants holding over after termination, or contrary to the terms of this lease, and shall be entitled to claim and recover, or retain if already paid, the sum of One hundred and fifty (\$150.00) Dollars per year for rent, or by way of liquidated damages. Interest is calculated and included in the above amount.

In witness whereof we, J.T. Davenport and F.E. Schroeder have hereunto set our hands and seals this 14th, day of December A.D. 1920.

In the presence of: J.T. Davenport (L.S.) Mary Berry, F.E. Schroeder (L.S.) Wilton H. Earle.

State of South Carolina, County of Greenville.

Personally appeared Mary Berry who says on oath that she saw J.T. Davenport and F.E. Schroeder sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned and that she with Wilton H. Earle witnessed the same.

Sworn to before me this December 14th, 1920.

Wilton H. Earle (L.S.) Notary Public, for S.C. Mary Berry

Recorded December 14th, 1920.

For assignment to this contract, see Deed Book 85 at page 51.

I hereby transfer this contract to George Pankos this the 14th day of September, 1925. Witness: John Love, B.E. Poling S. J. Eassy. Assignment Recorded Dec 5th, 19 30 at 5:30 P.M.

Handwritten notes on the right margin: 'I hereby transfer this contract to Mrs. Leahy Gray this the 5th day of December, 1920. Without J. E. Love. Mrs. J. E. Love. Assignment Recorded Dec 5th, 1930 at 5:30 P.M. #315'

Handwritten notes at the top of page 73: 'State of South Carolina, County of Greenville. Know all men by these presents, We, J.T. Davenport and F.E. Schroeder, have agreed to sell to S.J. Eassy and Mack Joseph a certain lot or tract of land in the County of Greenville, State of South Carolina, being same house and lot purchased by said J.T. Davenport and F.E. Schroeder from H.M. Nester, and being described as follows: Lot of land situated in the City of Greenville, North side of Birnie Street; Beginning corner of lots 6 and 7; thence along line of lots Nos. 6 and 7, 145 feet to corner; thence across an alley on right of way of C. & G. Railroad; thence along right of way 55 feet to corner across an alley; thence 124 feet to corner on Birnie Street; thence 520 feet to beginning corner, and execute and deliver a good and sufficient warranty deed therefor, on condition that S.J. Eassy and Mack Joseph shall pay the sum of Twenty-three hundred and seventy-five (\$2375.00) Dollars in the following manner: \$12.50 on the second day of each calendar month, beginning January 2nd, 1921, until the full purchase price is paid; and in case said sum or any part thereof, be collected by an attorney, or through legal proceedings of any kind, then in addition the sum of One hundred (\$100.00) Dollars for Attorney's fees. The Purchasers agree to pay all taxes while this contract is of force and insurance. It is agreed that time is of the essence of this contract, and if the said payments are not made when due, J.T. Davenport and F.E. Schroeder shall be discharged in law and equity from all liability to make said deed, and may treat said S.J. Eassy and Mack Joseph as tenants holding over after termination, or contrary to the terms of this lease, and shall be entitled to claim and recover, or retain if already paid, the sum of One hundred and fifty (\$150.00) Dollars per year for rent, or by way of liquidated damages. Interest is calculated and included in the above amount. In witness whereof we, J.T. Davenport and F.E. Schroeder have hereunto set our hands and seals this 14th, day of December A.D. 1920. In the presence of: J.T. Davenport (L.S.) Mary Berry, F.E. Schroeder (L.S.) Wilton H. Earle. State of South Carolina, County of Greenville. Personally appeared Mary Berry who says on oath that she saw J.T. Davenport and F.E. Schroeder sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned and that she with Wilton H. Earle witnessed the same. Sworn to before me this December 14th, 1920. Wilton H. Earle (L.S.) Notary Public, for S.C. Mary Berry Recorded December 14th, 1920.'