

State of South Carolina
County of Greenville

This contract made this 20th day of April 1928 between L. A. Mills, hereinafter known as the Seller, and J. B. Austin hereinafter known as the Buyer.

Witnesseth:

1. That in consideration of the terms, conditions and the money paid and to be paid, as hereinafter stated, the said Seller doth hereby agree to sell and by general warranty deed convey unto said Buyer, for the price and under the conditions herein after set forth the following property, to wit:

Lot No 21 of the L. A. Mills property, situated in city of Greenville, State aforesaid, as shown by a map thereof, recorded in the office of R. M. C. for said County and State in Plat Book H at page 117 reference to which is here made as a part of this description.

2. The said Buyer agrees to pay the sum of Five hundred and Fifty (\$550.00) Dollars for the said property, as follows: Eighty two \$5.00 Dollars thereof cash on delivery of this contract, receipt of which is hereby acknowledged, and the balance thereof in monthly payments of ten dollars each on the first day of the month beginning with the month of May 1928, with interest from date at the rate of seven per cent per annum until the whole amount thereof shall have been paid, and upon payment thereof a conveyance of said property is to be made to the Buyer.

3. It is covenanted and agreed that the said Buyer shall make default in the payment of any of the said monthly installments of said purchase price, then this contract may at the option of the Seller become void and both parties hereto, if by him declared void, shall be released herefrom, and all payments which have been made hereunder shall be retained by the said Seller as consideration for the release of the said Buyer herefrom and as liquidated damages, and he may sell and convey the same to any other person free from claims of Buyer his heirs, Executors or Administrators, or assigns. The failure of said Seller to exercise the option aforesaid, at any time of any default

shall not operate to bar or abridge his right to exercise such option upon any subsequent default on the Buyer. It is agreed that a letter mailed to the Buyer at 120 Falls St. Greenville, S.C. shall be sufficient notice of the exercise of such option by the Seller.

It is further agreed that said Buyer shall have the right to pay the balance of the said installment at any time before maturity.

5. The Buyer agrees to pay all taxes and special assessments upon said property during the life of this contract.

6. That time is the essence of this contract.

In witness whereof we do hereunto set our hands and seals, in duplicate, this the 20th day of April 1928.

Signed, Sealed and Delivered in the presence of:
L. A. Mills (Seal) Seller
J. B. Austin (Seal) Buyer

M. H. Smith
J. R. Ellison

State of South Carolina
County of Greenville

Personally comes before me M. H. Smith who on oath says that he saw the within named L. A. Mills and J. B. Austin sign, seal, and as their act and deed deliver the within written Agreement, and that he with J. R. Ellison witnessed the execution thereof.

Sworn to before me this the 23rd day of April 1928

J. R. Ellison (Seal) M. H. Smith
Notary Public for S.C.

Recorded April 24th at 12:15 P.M. 1928

LAND OF