

State of South Carolina,  
County of Greenville.

We, S. W. Reames, Party of the first Part, and J. A. Niott, Party of the second Part, agree and contract as follows:

1. Party of first Part, for, and in consideration of the sum of thirty eight hundred dollars, to be paid at the time or times and in the manner hereinafter mentioned, agrees to sell to Party of second Part the following described lot of land, all that certain Piece, Parcel or lot of land situate, lying and being in the county and State aforesaid, in Grove Township, about 10 1/2 miles South of Greenville Court House, containing 38.6 acres, more or less, and having the following Metes and bounds, to-wit: Beginning at a corner (small bridge) on the Fork Shoals Road, and running thence S. 48 W. 5.00 Chs. to stone; thence S. 41 W. 2.90 to stone; thence S. 58 W. 5.19 to stone; thence S. 23 1/2 E. 4.10 to stone; thence S. 62 W. 2.45 to Poplar; thence N. 38 1/2 W. 11.44 to iron Pin in road; thence S. 12 W. with road; 31.75 to stone; thence S. 81 1/2 E. 9.78 to stone (old mark); thence N. 23 1/2 W. 12.16 to stone; thence N. 100 5/16 E. 30.70 to stone in Fork Shoals Road; thence N. 34 W. up road 11.65 to the beginning corner, adjoining lands of J. J. Ashmore, W. H. Scott, J. P. Childers, and J. B. Alexander, and being a portion of that lot of land conveyed to S. W. Reames by C. Saman, Master, for Greenville County, S. C., See R. M. O. office for said County.

2. Party of first Part agrees and contracts to convey to Party of second Part the above described real estate, by way of a fee simple deed; free of all encumbrances, with dower renounced, upon the payment to him of the sum of thirty eight hundred dollars, with six per cent interest per annum thereon, payable annually. Party of second Part agrees to pay said sum of thirty eight hundred dollars, with interest thereon at the rate of six per cent per annum, payable annually, and he shall also have the right to pay such sum or sums of money at any time on the Principal sum due Party of first Part, that in no event shall this contract run for a period of time exceeding ten years. In other words, Party of second Part shall have ten years in which to pay for said Property, but should he fail to do so, all interest payments, and payments on the Principal, shall be forfeited to Party of first Part as rentals and as liquidated damages; and it is further agreed that time is of the essence of this contract. That should Party of second Part fail to make his annual interest payments promptly each year, then Party of second Part

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agree to vacate said Premises, or to turn same over to Party of first Part, and the latter has a right to enter upon said Premises and take possession thereof without resorting to litigation. That likewise, should Party of second Part fail to pay the full purchase price, with interest thereon, within said ten year period, Party of first Part shall have the <sup>same</sup> right to enter upon and take possession of said Premises without resorting to litigation.

3. The Party of second Part agrees and contracts to pay each year, during the life of this contract, all taxes due and payable, and also to pay all insurance premiums on any building or buildings upon the place which may be insured; and also keep said buildings in good repair as they are now and to make such repairs and improvements upon said Property as are necessary and proper, at his own expense. That should Party of second Part fail to keep said land in good condition, as well as the buildings thereon, and shall have only paid interest on said purchase price, then and in that event Party of first Part shall have the right to reenter said Premises and take possession of same, and this contract shall thereupon become null and void and at an end, or should Party of second Part have only paid said interest, along with less than one third of the Principal, and such conditions as above set forth should obtain, then Party of first Part shall have the same right to reenter and take possession of said land and declare the contract null and void and at an end. In either event Party of first Part shall have the right to reenter and take possession at any time during said ten year period. But in any event, should Party of second Part fail to pay the full purchase price, with interest, Party of first Part shall, at expiration of ten years from date hereof, have the right to declare this contract null and void and at an end, and shall be entitled to possession of said land without resorting to the courts.

S. W. Reames, (L.S.)  
Witness our hands and seals, Party of first Part,  
this 19th day of October, 1928. J. A. Niott, (L.S.)  
J. A. Foster Party of second Part,  
H. P. Busbage.

State of South Carolina, County of Greenville.

Personally comes before me, J. A. Foster who being duly sworn says that he saw the within named S. W. Reames and J. A. Niott, sign seal and deliver the within written instrument, and that he with H. P. Busbage witnessed the execution thereof, sworn to before me this 19th day October, 1928. J. A. Foster.

H. P. Busbage, Notary Public, S. C.  
Recorded October, 20th, 1928, at 1:45 P.M.

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