

State of South Carolina,
County of Greenville.

THIS Indenture entered into by and between B. P. Tanner of Greenville, S. C. hereinafter referred to as the Seller, and the Howell Nurseries of Knoxville, Tenn. hereinafter referred to as the Purchaser, Witnesseth:

That in and for the consideration hereinafter expressed, the Seller does hereby bargain and agree, and by these presents, does hereby bargain, grant and covenant to sell and convey to the Purchaser a certain tract of land situated in Chick Springs Township, Greenville County, State of South Carolina, on the north side of the National Highway about seven miles from the City of Greenville, S. C., containing three acres, more or less, and being the same tract of land described by metes and bounds, in the deed of A. B. Black, et al. to B. P. Tanner, dated May 1, 1929 and recorded in R. M. C. office for Greenville County in Vol. 134, page 270.

In consideration for said premises the Purchaser agrees to pay to the Seller therefor the sum of Three Thousand (\$3,000.00) Dollars payable as follows: \$100.00 in cash upon the execution of this contract; \$400.00 on November 1, 1931; \$1,000.00 on November 1, 1932; \$1,000.00 on November, 1933, and \$500.00 on November 1, 1934, with interest from Nov. 1st, 1931, on the unpaid principal at the rate of eight per cent per annum, payable annually.

It is further agreed that the Purchaser will carry and pay the premiums thereon, fire insurance on the dwelling house situate upon the above described premises, in the sum of not less than Seven Hundred Fifty (\$750.00) Dollars, for the benefit of the Seller Herein, and that all taxes against said premises for the year 1932 and subsequent years thereafter shall be paid by the Purchaser. However, it is understood that the taxes for the year 1931 are to be paid by the Seller and that the Seller is to retain as his property all rent for the year 1931.

It is likewise understood and agreed that possession of said premises is to be given on or by November 1, 1931.

It is further understood and agreed that time is of the essence of this contract, and that in the event the Purchaser fails to comply with the provisions of this contract, that said contract shall immediately become null and void at the option of the Seller herein, and any payments already made by the Purchaser under this contract shall be retained by the Seller as rent for said premises.

The Seller does hereby warrant and covenant that he is the legal owner of the premises above described and has the legal right to sell and convey the same, and that upon the Purchaser complying with the terms and provisions of this contract as above outlined, said Seller will execute and deliver to the Purchaser or such person or persons as said Purchaser may designate, a good and sufficient fee simple general warranty deed, with dower renounced to said premises.

It witness whereof the parties have hereunto set their hands and seals this the 1st day of October, 1931.

In the presence of:

Henrietta Black,
Thos. T. Goldsmith
W. R. Gillespie,
D. B. Leatherwood.

B. P. Tanner L. S.
Seller
Howell Nurseries L. S.
Purchaser,
BY; S. R. Howell,
Sec. & Treas.

State of South Carolina,
County of Greenville.

Personally appeared before me Thos. T. Goldsmith, who being duly sworn says that he saw the within named B. P. Tanner sign, seal and deliver the within written instrument and that he with Henrietta Black, witnessed the execution thereof. Sworn to before me this 2nd day of October, 1931. Thos. T. Goldsmith

Roy H. Bozeman L. S.

N. P. for S. C.



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