

## Contract of Sale and Purchase.

State of South Carolina,  
County of Greenville.

This Agreement entered into this 13th day of December, 1933, between W. P. Nesbitt, hereinafter called the seller and J. Will Davis, hereinafter called the purchaser:

Witnesseth: That in consideration of the agreements and payments hereinafter named, the Seller agrees to sell, and the Purchaser agrees to buy the hereinafter described lot of land at the price of Fifteen Hundred & no/100 Dollars (\$1500.00), of which \$50.00 has been paid in cash and the balance is payable as follows:

Twenty-five & 00/100 Dollars Jan. 1st, 1934, & Fifty & no/100 dollars (\$50.00) quarterly commencing Apr. 1st, 1934.

until the purchase price is paid in full, with interest on the unpaid portion from date at the rate of 7% percent per annum to be computed and paid annually and if unpaid to bear interest at the same rate as principal, and in case said sum or any part thereof be collected by an Attorney or through legal proceedings of any kind, the Purchaser agrees to pay ten percent in addition to the amount due as attorney's fee and the Purchaser has given his note of even date or the purchase price as aforesaid. On payment of the full purchase price and interest the Seller agrees that there shall be made to the Purchaser a good warranty deed for said property. It is further agreed that the Purchaser shall pay all taxes on said property.

The property hereby agreed to be sold and bought is described as follows:

Tract (or lot) No. 3 together with an adjoining strip 1 1/2 ft. wide from tract No. 4 of the W. P. Nesbitt property located on north side of Cedar Land Road according to a plat made by R. E. Dalton, Jan. 1930, recorded in Plat Book "A", page 200, said lot having a frontage of 6 1/2 ft. on Cedar Land Road, Greenville Township....

Said property shall be subject to the following restrictions:

First: That no house shall be build on said lots costing less than \$---- .

Second: That said lots nor anypart thereof shall not be sold, rented, or otherwise disposed of to any person of African descent.

Third: That no building shall be built on said lots nearer the Street than the building line, said line being feet from the sidewalks.

And the Purchaser agrees to insure the house and buildings on said lots in a sum of not less than One Thousand (\$1000) & 00/100 Dollars in a company or companies satisfactory, to the Seller, and keep same insured from loss or damage by fire, and assign & deliver the policy of insurance to said Seller, and in the event the Purchaser shall at any time fail to do so, then the Seller may cause same to be insured in his name and reimburse him for the premium and expense of such insurance under this contract, with interest, or may proceed to foreclose as though this contract were past due.

It is agreed that time is of the essence of this contract, and if said payments be not made when due, the Seller shall be discharged in law and equity from making said deed, and may treat said Purchaser as tenant holding over after termination of his lease, and shall be entitled to claim and recover, or retain if already paid, the sum of \$300 per year for rent, or by way of liquidated damages, or may enforce payment of said note.

Done in duplicate at Greenville, South Carolina, the day and year above written.

Witness:

M. N. Ward,  
J. W. Cartledge.

W. P. Nesbitt (L. S.)  
J. Will Davis. (L. S.)

State of South Carolina,  
County of Greenville

Personally appeared before me J. W. Cartledge, who, upon being first duly sworn, says: That he saw the within named W. P. Nesbitt and J. Will Davis sign, seal and as their act and deed deliver the within written Contract of Sale and Purchase, and that he with M. N. Ward witnessed the execution thereof.  
Sworn to and subscribed before me

J. W. Cartledge.

This the 9th day of October, A. D. 1933.

James C. McElroy (SEAL)

Notary Public for State of S. C.



Recorded this the 9th day of October, 1933, at 12:55 P. M.