

State of South Carolina,
County of Greenville.

This agreement made this 14th day of September, 1935, between W. W. Griffin, of Greenville, South Carolina, hereinafter called the vendor, of the one part, and Sam L. Willimon, of Greenville, S. C. hereinafter called the purchaser, of the other part, witnesseth that the said vendor hereby agrees to sell to the purchaser, who agrees to purchase, for the sum of Four thousand two hundred Fifty (\$4250.00) Dollars, the fee simple, in possession, free from all incumbrances, of and in all that certain tract of land situate, lying and being in the State of South Carolina, County of Greenville, Paris Mountain Township, on the White Horse Road, adjoining the lands of B. F. Phillips, Albert Lesley, Will Lester, and others, containing forty-four (44) acres, more or less, together with all the rights, easements and appurtenances, thereto belonging, which said premises are sold and purchased upon and subject to the following terms and stipulations, to-wit:-

The said vendor is to execute a general warranty deed to said property, with dower duly renounced thereon, to the purchaser, and upon payment of three Hundred (\$300.00) Dollars to him by the purchaser, he is to deliver the said deed to Williams & Henry, Attorneys, Poinsett Hotel Building, to be held by them until the purchaser shall have paid the sum of Four Hundred Fifty (\$450.00) Dollars further toward the purchase price of the said property.

The vendor is to retain possession of said property until January 1, 1936, at which time he is to surrender the possession thereof to the purchaser. The crop which is to be harvested on said property for the year 1935 is to be the property of the vendor and the vendor is to pay all taxes due on said property for the year 1935, the purchaser is to pay the taxes on said property accruing in 1936, and thereafter.

The purchaser is to pay Forty (\$40.00) Dollars further toward the purchase price of said property on October 15, 1935, and a like amount on November 15th, and December 15th, of the same year, which said payments shall reduce the balance owed on said purchase price to Three Thousand Eight hundred and thirty (\$3,830.00) Dollars, which balance shall be owing thereon as of January 1, 1936; this said balance is to bear interest at the rate of 5% per annum from January 1, 1936, to be computed semi-annually, and the said balance and interest accruing thereon is to be paid by the purchaser as follows:

Forty (\$40.00) Dollars is to be paid by the purchaser on February 1, 1936, and a like amount is to be paid on the first day of each succeeding month thereafter until a sufficient amount shall have been paid to reduce the balance of the purchase price to three thousand Five Hundred (\$3,500.00) Dollars. When said balance shall have been reduced to this said amount, the purchaser shall execute and deliver to the vendor a note and purchase money mortgage on the property described above for the face amount of three thousand Five Hundred (\$3,500.00) Dollars. This said mortgage is to bear interest at the rate of 5% per annum, to be computed semi-annually and the principal and interest accruing thereon shall be paid as follows: Forty (\$40.00) Dollars shall be paid thereon thirty (30) days from the date of the execution of the said note and mortgage, and a like amount shall be paid on the same date of each succeeding month thereafter until the entire amount owed on said note and mortgage shall have been fully paid. When this said note and mortgage shall have been executed and delivered to the Vendor, the said Williams & Henry, Attorneys, shall be authorized and it shall be their duty to deliver the aforesaid deed to the purchaser. In the event the purchaser shall default in the payments to the extent of three monthly payments, then and in such event the vendor shall be entitled to have the deed re-delivered to him by Messrs. Williams & Henry, and all payments previously made by the purchaser shall be forfeited and credited as rent or as liquidated damages for breach of contract. Upon the delivery of the mortgage to the vendor this contract shall be cancelled of record.

It is understood and agreed that the crop to be grown on the aforesaid property for the year 1936 shall be held as additional security to the vendor for the payment of the monthly installments herein provided for the said year and the said vendor shall have a lien on said crop for said year.

It is understood and agreed that the purchaser herein is to have the right to pay a greater sum than Forty (\$40.00) Dollars at any interest computing date, and such excess amount paid shall reduce the balance owed toward the purchase price pro tanto and the mortgage which is hereafter to be executed is to carry this provision therein.

In witness whereof we have hereunto set our hands and seals this the 14 day of September, 1935, this said instrument being executed by us in duplicate.

Witnesses: W. L. Farrow

J. A. Henry.

W. W. Griffin

Vendor

Sam L. Willimon,
Purchaser

(OVER)