\$7839 PROVENCE-JARRARD CO. - GERRAVILLE

TITLE TO REALESTATE

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

CONTRACT.

This memorandum of agreement made, and entered into by and between Golia C. Jordan formerly of Greenville County, but now of Roanoke, Virginia, and for convenience hereinafter called the Seller; and J. E. Chandler and J. R. Chandler, Jr., of the County and State aforesaid, and for convenience hereinafter called the Purchaser:

WITNESSETH:

The Seller agrees to sell to the Purchaser by good and sufficient fee simple merchantable title the tract of land hereinafter described for the price of one thousand (\$1000.00) dollars, subject to past due State and County taxes on the same to the extent of \$102.16 as shown by the tax records of the Office of the County Treasurer in and for Greenville County, to be paid as follows: Three hundred(\$300.00) dollars to be paid upon the execution and delivery of a good and merchantable deed free of adverse claims, and particularly satisfactory showing as to the dower of the former wife of the Seller, known as Esther McQuire Jordan, whose present address is unknown, but there being now pending application for divorce in the Courts of Roanoke Virginia on behalf of the Seller against his former wife; and the remaining seven hundred (\$700.00) Dollars to be paid two hundred (\$200.00) one year from date of the execution and delivery of the deed; and two hundred (\$200.00) dollars at the expiration of each and every year thereafter until the same is paid, all deferred payments are to be without interest, and to be represented by the note and mortgage of the purchasers over the premises to be sold; and the purchasers are further authorized to take possession of the premises at this date, and to use and occupy the same for agricultural purposes free of charge until the deal is concluded by the delivery of the same deed.

11.

The purchasers hereby agree to purchase the premises hereinafter described on the above terms and conditions and to pay therefor upon the execution and deliver of a good deed free and clear of all claims other than taxes above mentioned, the purchase price being set forth in Paragraph I hereof.

111.

The land herewith agreed to be sold and purchased by the parties hereto is described as follows:

"All that piece, parcel and lot of land containing 75.71 acres, more or less, with metes and bounds being fully set forth on the plat of the property of the estate of I. P. Jordan recorded in Plat Book H, at pages 272-273, office of R. M. C. for Greenville County and State aforesaid, and designated on said plat as tract No. 10, and being the same land conveyed to me by Addie Jorday, et al, recorded in Book 202, at page 135, of Deeds for Greenville County."

lv.

It is understood that any and all expense in furnishing satisfactory evidence of good title, of proper execution and delivery of a good and valid deed free of adverse claims, other than examining the records in the County and State aforesaid, preparation of mortgage, stamping and recording the same shall be at the expense of the Seller, and all other expenses and preparation of papers including this contract shall be at the expense of the purchasers.

In witness whereof the Seller and the Purchasers, by J. R. Chandler, Jr., have hereunto set their hands and seals this 26th day of February, A. D. 1938

Golia C. Jordan (SEAL)

Seller

J. E. & J. R. Chandler, Jr. (SEAL)
BY: J. R. Chandler, Jr. (SEAL)

Purchasers.

Signed, sealed and delivered in the presence of:

in the presence of:

J. D. Lanford;

Mollie F. Wood

State of South Carolina, County of Greenville.

Personally comes Mollie F. Wood, who, on oath, says; that she saw the above mentioned Golia C. Jordan and J. E. Chandler and J. R. Chandler, Jr. by J. R. Chandler, Jr. sign, seal, publish and declare the foregoing instrument for the uses and purposes therein mentioned, that she with J. D. Lanford witnessed the execution thereof.

Sworn to before me this 26th day of February, A. D. 1938

J. D. Lanford (SEAL)

Mollie F. Wood

Notary Public for South Carolina.

S. C. Stamps \$0.28

Recorded this the 16th day of March, 1938 at 12:24 P. M. #3419 BY:E.G.