

(7) In addition to the repairs specified above, the Purchaser agrees to make whatever repairs that are necessary to keep the property in a satisfactory state of repair.

(8) And the Purchaser does hereby assign to the Seller all rents and profits accruing from the premises, retaining, however, the right to collect and keep the rents so long as none of the terms or conditions of this contract are broken.

(9) But, if at any time, any of the terms or conditions of this contract are not complied with (it being hereby stipulated that time is of the essence) or if the payments specified herein are more than thirty days in arrears, the Seller may, at his option, declare the full amount of the principal due and payable, and may declare this contract terminated, and the Purchaser shall have no further rights therein, and the Seller may apply to any Judge of the Circuit Court of this State, at Chambers, or otherwise, for the appointment of a Receiver, with authority to take charge of the property, collect the rents and apply the net proceeds upon his debt (including court costs and an attorney's fee of 10%), interest, taxes, fire and windstorm insurance premiums, water bills, and upkeep of the property.

(10) This contract shall take effect as of April 11, 1938, and all taxes, insurance premiums, water bills, and rents shall be prorated as of that date.

This contract shall bind ourselves, and our Heirs, Executors, administrators, successors and assigns.

In witness whereof, the parties hereto have hereunto set their hands and seals, in duplicate, this the 12th day of April, A. D. 1938, at Greenville, South Carolina.

Signed, sealed, and delivered

in the presence of:

Jane Davis  
Fred E. Devlin

M. M. Hewell (L. S.)  
As Trustee,  
Seller,

and

Lillie Pace McBrayer, (L. S.)  
Purchaser.

State of South Carolina,  
County of Greenville.

Personally appeared before me Jane Davis who, being duly sworn, states that she saw the within named M. M. Hewell, as Trustee, and Mrs. Lillie Pace McBrayer sign, seal and as their act and deed execute the within written agreement and that she with Fred E. Devlin witnessed the execution thereof.

Sworn to before me this 12th day of April, 1938.

Jane Davis

W. T. Mattison

Notary Public for South Carolina.

Recorded this the 15th day of April, 1938 at 4:35 P. M. #4866 BY: E G.

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State of South Carolina,  
County of Greenville.

WHEREAS, I, the undersigned Lillie Pace McBrayer, have executed my certain note to the Citizens Lumber Company in the sum of Fifteen Hundred Dollars (\$1,500.00), of even date herewith, payable Fifty Dollars (\$50.00) a month until the principal and interest is paid,

WHEREAS, I desire to secure the payment of said note so far as possible.

NOW, IN CONSIDERATION of the premises, and for value received, I hereby assign, transfer, and set over all my right, title, and interest in the contract for sale made between M. M. Hewell, as Trustee, and me, bearing date April 12, 1938, whereby the said M. M. Hewell agrees to sell and convey to me certain property therein described on Buckner or Parker Street, more fully described in said contract, which contract shall be recorded along with this assignment. Said land lies in the City of Greenville, said County and State.

I have made this assignment for the purpose of obtaining money to repair the buildings on said land and premises, and at any time that I may be in default in making payments on said note, then the said Citizens Lumber Company is authorized to deal with the said M. M. Hewell, as Trustee, under the terms of said contract, and to take my place, and upon my default in making payments to said M. M. Hewell, as Trustee, as provided in said contract, the said Citizens Lumber Company may likewise step in my place, and carry out the terms of said contract for its own benefit, in which event the Citizens Lumber Company may take a deed to said land and premises upon carrying out the contract with M. M. Hewell, as Trustee, and said M. M. Hewell, as Trustee, and the said Citizens Lumber Company, shall be discharged in law and equity from recognizing any claim that I may have in said land if I shall default in making payments according to the terms of the contract with M. M. Hewell, as Trustee, or shall default in making payments according to the terms of my note to Citizens Lumber Company.

I have delivered my said contract with M. M. Hewell, as Trustee, as security to said Citizens Lumber Company, the same to be recorded with this assignment.