

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

Memorandum of agreement entered into this ___ day of September, 1938, by and between Mrs. Etta Scruggs of Danville, Virginia, hereinafter referred to as the seller, and Mrs. Ethel J. Powell of Greenville, County and State aforesaid, hereinafter designated the purchaser, to the following effect:

Mrs. Etta Scruggs does hereby agree and contract to sell and convey the properties hereinafter described unto Mrs. Ethel J. Powell by a deed in fee simple, free and clear of all encumbrances, for Fifteen Hundred (\$1500.00) Dollars, to be paid Three Hundred (\$300.00) Dollars upon execution and delivery of this contract and the balance in the manner and at the times hereinafter stated.

The purchaser is to go into immediate possession of the property herein referred to except so much thereof as is in possession and under the control of a tenant who has planted a crop on a portion of the land and who shall be given permission to gether his crop and to have possession and occupancy of such portions as may be covered by his rental agreement. However, the purchaser is to have the rents of such rented lands for the year 1938 and is to pay the 1938 taxes.

It appears that certain irregularities in the foreclosure of a mortgage in the chain of title to the property (see case of Piedmont Savings and Trust Company - vs - A. W. Vaughn, et al, Judgment Roll E-2042) may affect the marketability of the title. So in order to remove any doubt thereabouts the seller herein agrees to bring an action, or have such action brought, (if that be necessary) to correct or remedy such irregularities or defects. She is to proceed at once by suit or otherwise to clear up said irregularities or defects and agrees to have them removed or cured within a reasonable length of time, at her own expense and without any obligation whatsoever on the part of the purchaser. The particular defects or irregularities here referred to are a judgment (see Roll E-1088) which appears to be a lien or a claimed lien on a portion of the land and an apparent defective service or return as to the defendant, A. W. Vaughn, and it is these two defects, or possible defects or irregularities, which the seller is to correct or remove by suit or otherwise.

When the aforesaid irregularities or defects are removed or cured the seller is to execute a proper deed unto the purchaser so as to convey the property hereinafter described by a marketable title, free and clear of all liens and encumbrances, except as hereinbefore referred to, and at that time the purchaser is to execute unto the seller her note and a purchase money mortgage of the premises in the sum of Twelve Hundred (\$1200.00) Dollars, said note and mortgage to bear interest from date of this contract at the rate of six (6%) per cent per annum, payable semi-annually, and the principal thereof is to be payable at the rate of Twenty-four (\$24.00) Dollars per month, or Two Hundred Eighty-eight (\$288.00) Dollars per year, beginning one month after the execution of the said note and mortgage, if monthly or quarterly if otherwise. The note and mortgage shall likewise provide for a reasonable attorney's fee in case of collection through Court or by legal proceedings and is also to carry an acceleration clause providing for the collection of the entire amount in case of default in any of the installments of either principal or interest.

Should the seller not have remedied the defects or irregularities above referred to by Jan. 1, 1940, then the purchaser may either proceed to remedy them herself at the expense of the seller or she may declare this contract void and of no further force and effect by so notifying the seller and vacating the premises and shall not be called upon to pay or be liable to pay any sum than the said Three Hundred (\$300.00) Dollars.

The purchaser agrees to cut no wood or timber from the lands during the time she is in possession under this contract except so much as may be necessary to maintain the property itself and furnish fire wood to the occupants thereof. She also agrees to keep the buildings thereon in as good repair as they may be at the time she takes possession, excepting usual and reasonable wear and tear. She also agrees to use and cultivate the lands in a husband like manner so as not to deteriorate the value of the property.

The property here referred to is described as follows: "All that tract or lot of land in Austin Township, Greenville County, State of South Carolina as follows: About six miles and one-half ($6\frac{1}{2}$) miles south of the City of Greenville, near and to the West of the Laurens Road, containing 8-1/10 acres, more or less, and having the following metes and bounds as shown by plat made by W. S. Baldwin, Surveyor, Nov. 17, 1919, to be recorded: Beginning at an iron pin at the corner of George A. Johnson's land and running thence N. $31\frac{1}{2}$ E. 15.20 to an iron pin; thence N. $80\text{-}3/4$ E. 14.30 to a stone on said Johnson's line; thence with Johnson's line S. $30\frac{1}{2}$ E. 12.50 to the beginning corner. This tract of land being triangular in shape and being the same land conveyed to A. W. Vaughn by George J. Johnson by his deed dated November 24, 1919. Also All that certain parcel or tract of land situate, lying and being in Austin Township, County and State aforesaid, and having the following metes and bounds, to-wit: Beginning at stone Smith's