

TITLE TO REAL ESTATE

STUBS PROTECTS-JARRARD CO-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS AGREEMENT entered into this 22nd day of September, 1939, between Mrs. Kate P. Woodside, the Seller, and Mrs. Sarah Finley Bennett, the Purchaser.

It is hereby agreed that in consideration of the sum of \$2000.00 payable as hereinafter set forth the said Mrs. Kate P. Woodside hereby contracts to sell unto the said Mrs. Sarah Finley Bennett upon the terms as set forth below the following described real estate, to-wit:

All that certain, piece, parcel or tract of land containing $25\frac{1}{2}$ acres, more or less, situate and being in Grove Township, County and State aforesaid, and having the following metes and bounds: (Beginning at a stone x30m; thence N. 56 E. 17.65 to a stone x3; thence N. $19\frac{3}{4}$ W. 13.60 to a stake x3 on the north side of the creek; thence N. $65\frac{3}{4}$ W. 4.17 to a stake x3; thence S. $88\frac{3}{4}$ W. 6.30 to a stake x3; thence S. $69\frac{1}{2}$ W. 2.44 to a stake x3 on the south side of the creek; thence S. 43 W. 3.18 to a rock x3; thence S. $48\frac{1}{2}$ E. 12.13 to a stone x3; thence S. $35\frac{1}{2}$ W. 14.25 to a stone x3; thence S. 69 E. 4.09 to the beginning corner, the same being the tract of land conveyed to S. W. Snelling by deed dated November 12, 1931, and recorded in Volume 161, page 90, and to Kate P. Woodside by deed dated January 27, 1937, and recorded in Book 191, page 366, R. M. C. Office for Greenville County.

It is agreed that Mrs. Sarah Finley Bennett is to pay to Mrs. Kate P. Woodside the sum of \$2000.00, of which \$150.00 has been paid in cash at the time of the execution of this contract (the receipt being hereby acknowledged) and the balance of said purchase price, amounting to \$1850.00, is to be payable \$54.00 on January 1, 1940, with the balance in installments of \$108.00, each, payable on July 1st and January 1st of each and every year thereafter, beginning July 1, 1940, until the total balance of said purchase price is paid in full, the said installment payments including first interest on the unpaid balance at the rate of 6% per annum and the remainder of said installment being credited on principal. It is understood and agreed that the failure of the purchaser to make any one payment of principal or interest shall cause the entire remaining balance of principal and interest under the terms of this contract to become immediately due and payable.

It is agreed that the said Mrs. Kate P. Woodside will execute a deed conveying the premises above described unencumbered and in fee simple when a total of \$800.00 shall have been paid on the purchase price and the Purchaser, Mrs. Sarah Finley Bennett, hereby agrees to execute to the Seller a mortgage securing the remaining unpaid portion of the purchase price and embodying the terms of this contract.

The Seller hereby agrees to pay all taxes now due, including 1939 taxes and the Purchaser agrees to pay all future taxes on said property as they become due. The Purchaser further agrees to carry fire insurance with company and agency acceptable to the Seller on said property in an amount of \$1000.00, with such insurance payable in case of loss first to the Seller, Mrs. Kate P. Woodside, as her interest may appear.

The Parties hereto intend to bind themselves, their heirs, executors, administrators and assigns.

Executed in duplicate the year and day above written.

In the presence of:

Frances W. Hughes
J. M. Wells

Kate P. Woodside Seller (SEAL)
Sarah Finley Bennett (SEAL)
Purchaser

South Carolina,
Greenville County.

Personally appeared before me J. M. Wells and upon oath says; that he saw the within named Mrs. Kate P. Woodside, as Seller, and Mrs. Sarah Finley Bennett, as Purchaser, sign, seal and as their act and deed deliver the within Agreement and that he with Frances W. Hughes witnessed the execution thereof.

Sworn to before me this 23rd day of September, 1939.

J. M. Wells.

Frances W. Hughes (SEAL)

Notary Public for South Carolina.

S. C. Stamps \$0.80

Recorded September 27th, 1939 at 12:30 P. M. #12270 BY: E.G.

For Assignment to this Agreement for Sale see Deed Book 156 (this book) at page 157.