

TITLE TO REAL ESTATE

See Release from Judgment on page 386, this Book.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

S. C. Stamps 72¢

THIS INDENTURE made and entered into by and between Fannie S. Cary and W. N. Miller hereinafter referred to as the Vendors and Arthur V. Tribble hereinafter referred to as the Vendee, this 29th day of June, 1940,

WITNESSETH

That for and in consideration of the covenants and agreements hereinafter referred to, to be kept and performed by the Vendee, the Vendors do hereby grant, bargain and sell unto the Vendee those certain lots of land on the Rutherford Road near the City of Greenville, County and State aforesaid, known and designated as Lots Nos. 9, 10, 11 and 12 of Woodside Circle as shown on plat recorded in Plat Book "E" at page 219.

The Vendee does hereby covenant and agree as consideration for the sale of said lots to pay to the Vendors the sum of Seventeen Hundred Fifty (\$1750) dollars in lawful currency of the United States, payable one hundred fifty (\$150) dollars upon the execution and delivery of this contract, the receipt of which is hereby acknowledged by the Vendors and to pay to the Vendors Fifty dollars per month commencing thirty days after the date hereof, and to continue the said monthly payments until twelve months after date when the remaining sum shall become due and payable, with interest on the aforesaid purchase price at six per cent per annum to be computed and paid annually.

It is understood and agreed that the Vendee shall have full possession and enjoyment of the aforesaid lots of land from this date.

It is further understood and agreed that time is of the essence of this contract and should the Vendee become in arrears of any of the aforesaid monthly payments or the final principal payment for any period longer than thirty days, the Vendors shall have the option of terminating and cancelling this contract and shall have the right to re-enter said premises and take full possession and enjoyment thereof by title paramount, and all payments made by the Vendee shall be kept and retained by the Vendors as and for rent of the aforesaid premises.

It is further understood and agreed that when the Vendee has paid to the Vendors the full purchase price with interest thereon as hereinabove provided, the Vendors will execute and deliver to the Vendee a good and sufficient fee simple general warranty deed with dower renounced thereon to the above described lots of land free and clear of all liens and encumbrances. The Vendors will pay the taxes in full through the year 1939 and the taxes for the year 1940 to be prorated as of July 1, 1940.

In Witness Whereof we have hereunto set our hands and seals upon the day and year first above written.

In The Presence of:

John B. Marchant
Thos. W. MillerFannie S. Cary LS
W. N. Miller LS
VendorsW. Harold Arnold
Madge L. TribbleArthur V. Tribble LS
VendeeSTATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me Thos. W. Miller, who being duly sworn says that he saw the within named Fannie S. Cary and W. N. Miller sign, seal and as their act and deed deliver the foregoing contract for the uses and purposed therein mentioned and that he with John B. Marchant witnessed the due execution thereof.

SWORN to before me this
29 day of June, 1940.

Townes Hodges (LS)

Notary Public for S. C.

Thos W. Miller

over