

TITLE TO REAL ESTATE

State of South Carolina,
County of Greenville.

Know all men by these presents: That I, C. R. Nesbitt have agreed to sell to Geo. M. Evans and Madgaline C. Evans a certain lot or tract of land in the County of Greenville, State of South Carolina, in Chick Springs Township, Beginning at an iron pin in fork of road, and runs thence S. 47 E. 2.61 to bend in road; thence S. 57 E. 2.50 to bend; thence S. 51 E. 6.02 to iron pin; thence N. 36 1/2 E. 7.10 to stone O. M.; thence N. 66 1/2 W. 10.05 to stone; thence N. 51 W. 4.20 to iron pin; thence S. 3 1/2 W. 5.42 to the beginning, containing 7 acres, more or less, and being the same conveyed to C. R. Nesbitt and W. Y. Nesbitt by David Parker by deed dated January 6, 1928, and recorded in Book 120, page 394, C. R. Nesbitt having subsequently acquired the interest of W. Y. Nesbitt.

and execute and deliver a good and sufficient warranty deed therefor on condition that purchasers shall pay the sum of Fifteen hundred and no/100 (1,500.00) Dollars in the following manner \$50.00 cash, receipt whereof is hereby acknowledged, and the balance in installments of \$15.00 per month on principal, said payments to be paid on the first day of each calendar month beginning February 1st, 1941 (with privilege of anticipating payment at any time) until the full purchase price is paid, with interest on same from January, 1, 1941 at six per cent. per annum until paid to be computed and paid monthly, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition the sum of ten per cent of whole amount due for attorney's fees, as is shown by their note of even date herewith. The purchasers agrees to pay all taxes while this contract is of force including 1941, and insurance premiums, house and barn to be kept insured for \$500 each.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due Seller shall be discharged in law and equity from all liability to make said deed, and may treat said purchasers as tenants holding over after termination, or contrary to the terms of their lease, and shall be entitled to claim and recover, or retain if already paid the sum of three hundred dollars per year from rent, or by way of liquidated damages, or may enforce payment of said note.

In witnessed whereof, I have hereunto set my hand and seal this 30th day of January, A. D. 1941.

In the presence of:

J. S. Beaty, Jr.
Anna M. Beaty.

C. R. Nesbitt (SEAL)

SATISFIED AND CANCELLED BY
RECORD 14th DAY OF Feb. 1942
Mrs. Ollie Jarman
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:04 O'CLOCK A.M.
1848

State of South Carolina,
Greenville County.

Personally appeared J. S. Beaty, Jr., who says on oath that he saw C. R. Nesbitt sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that he with Anna M. Beaty witnessed the same.

Sworn to before me this 30th day of January, A. D. 1941.

J. S. Beaty, Jr.

Anna M. Beaty (SEAL)

Notary Public, S. C.

S. C. Stamps 60¢

Recorded February 11, 1942 at 9:04 A. M. #1847 BY:E.G.

For Release to this Bond for Title see Page 237 in this Book