46782 PROVENCE-JARRARD CO.-GREENVILLE

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.

CONTRACT FOR TITLE

WHEREAS, Ollie Cox Littlefield is the owner of a certain lot of land in Greenville County, South Carolina, near the City of Greenville, known and designated as Lot No. 16 on plat recorded in the R. M. C. Office for Greenville County in Plat Book "H" at Page 170; and,

WHEREAS, Fidelity Federal Savings and Loan Association is the owner and holder of a mortgage against said property in the sum of \$2,500.00, due and payable at the rate of \$25.00 per month; and,

WHEREAS, William G. Murhpy, Jr, is desirous of purchasing said property:

NOW, THEREFORE, this agreement made and entered into by and between Ollie Cox

Littlefield, hereinafter referred to as Seller, and William G. Murphy, Jr., hereinafter referred to as Purchaser. The Seller agrees to sell and convey unto the Purchaser, his heirs and assigns, Lot No. 16 as shown on plat recorded in Plat Book "H" at Page 170, reference being craved to said plat for a more accurate description, subject to the following terms and conditions:

- (1) The purchase and sale price of said property is \$3,500.00, with interest from date at six per cent., payable \$38.00 on February 1, 1942 and a like amount on the first day of each successive month thereafter until said purchase price is paid down to the sum of \$2300.00, at which time the purchaser is to refinance the balance due, and the Seller will execute and deliver unto him a deed conveying said property by good and marketable title by fee simple.
- (2) The said monthly payments of \$38.00 per month to be first applied to interest and the balance to principal, and are to be paid over by the Purchasher to the Fidelity Federal Savings and Loan Association, and to be credited by it in the following manner; that is to say, \$25.00 per month on the note and mortgage of Ollie Cox Littlefield, hereinabove referred to, and bearing date of January 21, 1942, and the balance of \$13.00 of saidmonthly payment is to be credited to the account of Ollie Cox Littlefield in the Fidelity Federal Savings and Loan Association.
- (3) In addition to the \$3,500.00 stipulated above, the Purchaser is to pay all taxes assessed against the property, beginning with the year 1942, and is to keep said property insured against fire and tornado in the sum of not less than \$3,000.00, with mortgage clauses payable to the Fidelity Federal Savings and Loan Association and Ollie Cox Littlefield, as their interest may appear, and to pay all premiums thereon.
- (4) The Purchaser is to keep said property in as good repair, at his own expense, as it is at the present time.
- (5) It is mutually understood that time is the essence of this contract, and should the Purchaser be in default in the payment of any of the monthly payments, taxes, on insurance premiums, for a period of thirty (30) days after the same are due and payable, then, in such event, the Seller shall have the right to terminate this contract and to declare the same to be null and void; and, in such event, to treat the Purchaser as a tenant holding over after, the expiration of his lease. It is further understood that if this contract be terminated by default on the part of the Purchaser, that the Seller shall have the right to retain all sums paid as rent and as liquidating damages for the breach of this contract.

This contract shall bind our heirs, executors, administrators and assigns IN WITNESS WHEREOF, we have hereunto set our hands and seals, in duplicate, this 21st day of January, A. D., 1942.

Signed, sealed and delivered

in the presence of:

Kitty Browne J. L. Love

Ollie Cox Littlefield (L.S.)

Seller

William G. Murphy, Jr. (L.S.)

Purchaser.

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.

Personally appeared before me Kitty Brown and made oath that she saw the within named Ollie Cox Littlefield, as Seller, and William G. Murphy, Jr., as Purchaser, sign, seal and as their act and deed deliver the within written Contract for Title for the uses and purposes therein mentioned, and that she, with J. L. Love, witnessed the execution thereof.

Sworn to and subscribed before me

this the __day of January, A.D., 1942.

J. L. Love (SEAL)

Kitty Browne

Notary Public for State of S. C.

S. C. Stamps \$1.40

Recorded September 26th, 1942, at 11:45 A.M. #10083 BY:N.S.