

TITLE TO REAL ESTATE

48782 PROVENCE-J. ARARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

CONTRACT FOR TITLE

THIS AGREEMENT made and entered into this 26 day of June, 1945, by and between J. A. Cureton and P. F. Cureton, hereinafter referred to as "Sellers", and James R. Lawrence and Mary Jane Lawrence, hereinafter referred to as "Purchasers:"

W I T N E S S E T H:

That the Sellers hereby agree to sell and convey unto the Purchasers, their heirs and assigns, the following described real estate:

"All that certain piece, parcel or lot of land known and designated as Lot No. 15 of Block "C" as shown on plat of the property of J. A. and P. F. Cureton made by W. M. Rast, and said lot being more particularly described by metes and bounds, as follows:

"Beginning at an iron pin on the western side of Maple Avenue at the corner of Lot No. 14, and running thence with the line of Lot No. 14 N. 78-39 W. 171.7 feet to an iron pin in line with Lot No. 7; thence with the rear line of Lot No. 7 N. 241 E. 70 feet to iron pin, corner of Lot No. 16; thence with line of said lot S. 80 E. 173.1 feet to iron pin on Maple Avenue; thence with the western side of Maple Avenue S. 230 W. 75 feet to the point of beginning."

Subject to the following terms and conditions:

(1) The agreed sale price of said lot is \$750.00, payable as follows: \$140.00 in cash, the receipt of which is hereby acknowledged, and the balance of \$610.00 to be paid \$15.00 on July 23, 1945, and a like payment of \$15.00 each month thereafter until paid in full. Said deferred balance of \$610.00 to draw interest at the rate of 5% per month. Said monthly payments are to be first applied to interest, balance to principal.

(2) The purchasers are to pay all taxes assessed against this property beginning with 1946 and the taxes for 1945 are to be prorated to the date of this contract.

(3) Upon the payment of the agreed purchase price in full, including taxes, the Sellers agree to convey the lot above described unto the Purchasers by fee simple deed, free of encumbrance or lien.

(4) Said deed when delivered shall contain proper restrictions limiting the use of the property for residential purposes for white people only, and said restrictions shall be the same as those inserted in other deeds executed by the grantors to other purchasers conveying lots on this estate.

It is distinctly understood and agreed between the parties hereto that time is the essence of this contract and should the Purchasers be in default for a period of 60 days after payment is due under the terms of this contract, the Sellers shall have the right to retain all sums paid to them by the Purchasers and the same shall be forfeited to the Sellers as liquidated damages for breach of this contract. After such default, the Purchasers shall have no right in the property hereinabove described, and this contract shall become null and void.

In consideration of the covenants and agreements upon the part of the Sellers, the Purchasers agree to purchase the lot hereinabove described, subject to the terms and conditions set out in this contract, and to pay the purchase price in the amount stipulated.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals this 26 day of June, 1945.

Signed, sealed and delivered

in the presence of:

Edna Martin

J. L. Love

J. A. Cureton
(Seller)

P. F. Cureton
(Seller)

James R. Lawrence
(Purchaser)

Mary Jane Lawrence
(Purchaser)