

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS: That I, Josephine C. Newell, have agreed to sell to O. S. Freeman, a certain lot or tract of land in the County of Greenville, State of South Carolina consisting of 133 acres, more or less, and being fully described in deed of C. P. Willimon to Josephine C. Newell, duly recorded in the office of Register of Mesne Conveyance in and for Greenville County, reference to which is craved for metes and bounds, and execute and deliver a good and sufficient warranty deed therefor on condition that he shall pay the sum of Eight Thousand (\$8000.00) Dollars in the following manner: Fifty (\$50.00) Dollars per month commencing December 1, 1946 and continuing on the 1st day of each and every month thereafter until paid in full; Provided that when the amount has been reduced to \$6000.00 the seller agrees to make deed to the purchaser and take a first mortgage for the balance due on the purchase price, payable \$50.00 per month, or at option of purchaser in semi-annual payments of \$350.00, payable January 1 and July 1 of each year; deferred payments to bear interest from date at 5% per cent per annum, to be computed and paid monthly; instalment payments to be first applied to interest, balance on 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 (10) per cent for attorney's fees, as is shown by his note of even date herewith. The purchaser agrees to pay all taxes while this contract is of force.

The purchaser agrees to insure the main dwelling in an amount not less than \$2500.00, the tenant house in an amount not less than \$500.00, and the barn near the main dwelling in an amount not less than \$500.00, the policy to be assigned in the usual way to the seller.

The purchaser agrees that the premises herein conveyed are to be cultivated as a farm in an up-to-date and business like manner, that said premises are to be kept well terraced and in good shape in every respect, and are not to be used or permitted to be used in any way that will create or permit waste of soil and buildings, or in a way that will be detrimental to the same, and that the buildings are to be kept in a good state of repair.

It is agreed that time is the essence of this contract, and if the said payments are not made when due the seller shall be discharged in law and equity from all liability to make said deed, and may treat said purchaser as tenant holding over after termination, or contrary to the terms of his lease, and shall be entitled to claim and recover, or retain if already paid the sum of \$600.00 per year for rent, or by way of liquidated damages, or may enforce payment of said note.

It is further agreed that in the event the purchaser fails to pay all taxes as they become due, fails to keep the buildings insured as herein provided, the insurance premiums to be promptly paid as they become due, or in the event he fails to keep the buildings in a good state of repair, farm terraces to be kept up in good shape, the farm cultivated in an up-to-date manner, as herein provided for, the seller shall be discharged in law and equity from all liability to make said deed and may treat the said O. S. Freeman as tenant holding over after termination, or contrary to the terms of his lease, and shall be entitled to claim and recover, or retain of already paid the sum of \$600.00 per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we have hereunto set our hands and seals this the 16 day of November, 1946.

In the Presence of:

Donald S. Tarbox

Etta R. Sanders

Josephine C. Newell (SEAL)

O. S. Freeman (SEAL)

For Affidavit see Deed Book 922 Page 387