

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

CONTRACT FOR SALE.

THIS AGREEMENT between C. S. Fox, hereinafter called "Seller", and Emma D. Spivey, hereinafter called "Purchaser",

## W I T N E S S E T H:

That the Seller agrees to sell and the Purchaser agrees to buy the following described real estate:

"All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the Southwestern corner of the intersection of Third Ave. and Goodrich Street, in Judson Mills No. 1 Village, and being known and designated as Lot No. 5 as shown on Plat of Section 1 of Judson Mills Village, made by Dalton and Neves, Engineers, August 1939, recorded in the Office of R. M. C. in Plat Book K, Pages 11 and 12, and being more particularly described according to said plat as follows:

"Beginning at an iron pin at the Southwestern intersection of Third Avenue and Goodrich Street, and running thence with Third Avenue S. 4-30 W. 75 feet to iron pin, joint corner of Lots Nos. 5 and 6; thence with line of Lot No. 6, N. 85-30 W. 88 feet to iron pin, joint rear corner of Lots Nos. 5, 6, 24 and 25; thence with line of Lot No. 25, N. 4-30 E. 76 feet to iron pin on the South side of Goodrich Street; thence with said Street, S. 84-55 E. 88.1 feet to the beginning corner."

The Purchaser agrees to pay therefor the sum of \$3900.00, of which \$1000.00 is paid herewith, receipt of which is hereby acknowledged, and to pay the balance of \$2900.00 with interest from date at 6%, in monthly instalments of \$30.00 each, on the 22nd day of each month hereafter until October 22nd, 1950, and the unpaid balance to be due and payable November 22, 1950; said payments to be applied first to interest and then to principal; provided further that at any time a loan can be obtained whereby the balance due can be refinanced, the Purchaser will obtain such loan and pay the unpaid balance in full. It is expressly understood and agreed that the failure or refusal of the Purchaser to cooperate in the consummation of such loan shall constitute a default under this contract.

Taxes and insurance shall be prorated as of this date, and the Purchaser shall pay all taxes and insurance premiums hereafter accruing. On the failure of the Purchaser to keep the property insured in an amount acceptable to the Seller, or to pay the premiums therefor, the Seller may at his option cause the property to be insured and any premium paid therefor shall become a part of the principal balance due on this contract.

The Purchaser agrees to complete the room at the rear of the house on or before January 1, 1947, or if she fails to do so, to pay the Seller an additional payment of \$100.00 on or before January 1, 1947.

The Purchaser agrees to pay all taxes as they come due, and to keep the property in repair. On the failure of the Purchaser to do so, the Seller may at his option pay said taxes or have such repairs made and any sums paid therefor shall become a part of the principal debt due under this contract.

Upon payment in full of the purchase price, including taxes and interest, the Seller will execute and deliver to the Purchaser a fee simple deed conveying the property above described in fee simple, free of encumbrance or lien.

It is distinctly understood and agreed that time is the essence of this Contract, and should the Purchaser fail to pay any monthly installments for a period of 30 days after due, or should she fail to pay taxes or insurance premiums when due, or should she fail