

## TITLE TO REAL ESTATE

State of South Carolina, :  
County of Greenville. :

This agreement entered into this the 1st day of September 1945, between Frances Kennedy, Lauree Kennedy and Zaletha Kennedy, of Laur ens, S. C., herein called the Vendors, and W. M. Degner, of Fountain Inn, S. C., herein called the Vendee, witnesseth:-

In consideration of the mutual covenants and agreements of the parties hereto, it is mutually covenanted and agreed by and between them as follows:

The Vendors have agreed, and do hereby agree to grant, bargain, sell and release unto the Vendee, his heirs and assigns, at the price and upon the terms and conditions herein stipulated, the following described property, to-wit:

All that certain piece, parcel or lot of land, lying, being and situate in the County and State aforesaid and in the town of Fountain Inn, and containing forty-six one-hundredths acres more or less with the following metes and bounds, to-wit:

BEGINNING at corner of W. T. Stewart lot and running thence S  $7\frac{1}{4}$  W 208 feet to an iron pin; thence S  $84\frac{1}{2}$  W 100 feet to an iron pin; thence N  $7\frac{1}{4}$  E 208 feet to an iron pin; thence N  $84\frac{1}{2}$  E 100 feet to an iron pin, the beginning corner, and being the same tract or lot of land conveyed to M. L. Sipe by deed of Robert Quillen bearing date of June 2 1922 and being recorded in the Office of the R. M. C. for Greenville County in Deed Book 74 at Page 407 and being conveyed to Evelyn Givens Rawlinson by deed of the said M. L. Sipe on the 24th day of August 1945 and recorded in the office of the R. M. C. for Greenville County in Book 171, a t page 322.

And also being the parcel of land conveyed to us by Evelyn Givens Rawlinson by her deed dated the 4th of November 1937, and recorded in the Register of Mesne Conveyance for Greenville County on November 8, 1937, in Book 200, at Page 328.

The purchase price of said property is the sum of Three thousand (\$3,000.00) Dollars, payable as follows:

Ninety (\$90.00) Dollars, cash, receipt whereof is hereby acknowledged. The balance is to bear interest at six per centum per annum, payable semi-annually on March 1st, and September 1st, of each year hereafter and both principal and interest are to be paid in semi-annual installments of \$180.00 each. The first installment to be paid on March 1st, 1946, the second installment on September 1st, 1946, and the succeeding installments on the same days of each year thereafter until the entire purchase price, both principal and interest is paid in full. In the event of failure to pay any installment when due the entire balance of the purchase, with accumulated interest, may be declared due and payable at the option of the holders of this obligation, the Vendors herein.

In the event of failure to pay the installments when due the Vendors shall have the right to declare this contract terminated, and to cancel the same or record, if it has been recorded, and take possession of the premises, without suit, or process, and eject the persons holding the same therefrom, provided however that in the event so much as one third of the purchase price has been paid in full, and interest on same, the Vendors shall have the right in the event of default thereafter to sell the property and apply the proceeds of the sale to the payment of the balance due on the purchase price, with interest, paying any surplus to the Vendee, or his heirs or assigns.

When so much as one third of the purchase price, together with interest has been paid, the Vendors will thereafter on demand of the Vendee, execute and deliver to the Vendee, his heirs or assigns, a good and sufficient deed conveying the premises in fee simple, free from encumbrance and dower upon the Vendee, his heirs or assigns, the grantee in said deed, executing and delivering to the Vendors, thdr heirs or assigns, the grantors in said deed, a good and sufficient first and purchase money mortgage securing the payment of the balance due upon the purchase price, to be paid in accordance with the terms hereof, and providing for the payment of Attorneys fees, in the event of collection by suit, or by Attorney.