

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THIS CONTRACT MADE this July 15th day of _____ 1949
between L.A. Mills hereinafter known as the SELLER, and
G.R. Kay hereinafter known as the BUYER.

WITNESSETH:

1—That in consideration of the terms, conditions and the money paid and to be paid, as hereinafter stated, the said Seller doth hereby agree to sell and by general warranty deed convey unto said Buyer, for the price and under the conditions herein after set forth, the following property, to wit:

• Lot No. 28-29-30-31 and 32 L.A. Mills property, situate in
Rutherford Park, Greenville, S.C.
aforesaid, as shown by a map thereof, recorded in the office of R. M. C. for said County and State in Plat Book P, at page 109 reference to which is here made as a part of this description.

2—The said Buyer agrees to pay the sum of Seventeen Hundred and fifty
(\$ 1750.00) Dollars for, the said property, as follows:
\$250.00 Dollars thereof cash on delivery of this contract, receipt of which is hereby acknowledged, and the balance thereof Jan. 1st. 1950.

with interest from date at the rate of 11 per cent. per annum until the whole amount thereof shall have been paid, and upon payment thereof a conveyance of said property is to be made to the Buyer.

3—It is covenanted and agreed that if the said Buyer shall make default in the payment of any of the said monthly installments of said purchase price, then this contract may at the option of the Seller become void and both parties hereto, if by _____ declared void, shall be released herefrom, and all payments which shall have been made hereunder shall be retained by the Seller as consideration for the release of the said Buyer herefrom and as liquidated damages, and _____ may sell and convey the same to any other person free from claim of Buyer _____ heirs, Executors or Administrators or assigns. The failure of said Seller to exercise the option, aforesaid, at any time of any default, shall not operate to bar or abridge _____ right to exercise such option upon any subsequent default or the Buyer. It is agreed that a letter mailed to the Buyer at _____ Greenville, S. C., shall be sufficient notice of the exercise of such option by the Seller.

4—It is further agreed that said Buyer shall have the right to pay the balance of the said installment at any time before maturity.

5—The Buyer agrees to pay all taxes and special assessments upon said property during the life of this contract.

6—That time is of essence of this contract.

IN WITNESS WHEREOF we do hereunto set our hands and seals, in duplicate, this the _____ day of July 15th 1949

Signed, Sealed and Delivered in the presence of: _____ (SEAL)
Dorothy T. Chandler Seller
Joseph H. Earle, Jr. Buyer

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Personally comes before me Joseph H. Earle, Jr. who on oath says that he saw the within named L.A. Mills and G.R. Kay sign, seal and as their act and deed deliver the within written Agreement, and that he with Dorothy T. Chandler witnessed the execution thereof.

Sworn to before me this the 13th day of July 1949
Mary Louise Sullivan (SEAL)
Notary Public for S. C.

Joseph H. Earle, Jr.
Recorded July 14th. 1949 at
9:57 A. M. #16459

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