

DEC 8 12 49 PM 1953

BOOK 490 PAGE 137

State of South Carolina, } FARNSWORTH
County of Greenville } R.M.G.

DOCUMENTARY STAMPS ON NOTE.

KNOW ALL MEN BY THESE PRESENTS: That I, Helyn C. Asbury

hereinafter designated as "Owner," has agreed to sell to

Robert E. Miller, Jr. and Juanita H. Miller, hereinafter designated as "PurchaserS

a certain lot or tract of land in the County of Greenville, State of South Carolina, in Ward One of the City of Greenville, on the southwest side of Hampton Avenue, and described as follows:

BEGINNING at an iron pin on Hampton Avenue, 254 feet north of Frank Street, corner of lots Nos. 4 and 5, and running thence with Hampton Avenue, N. 32-25 W. 51 feet to an iron pin, corner lot No. 6; thence with line of lot No. 6, S. 57-35 W. 140 feet to an iron pin on a 10 foot alley; thence with said alley, S. 32-25 E. 51 feet to an iron pin, corner lots Nos. 4 and 5; thence with line of lot No. 4, N. 57-35 E. 140 feet to an iron pin on Hampton Avenue, the beginning corner and being known and designated as Lot No. 5 on a plat on record in Plat Book C, page 43, and being the same conveyed to Helyn C. Asbury by Wm. G. Sirrine, November 17, 1953,

and execute and deliver a good and sufficient warranty deed therefor on condition that he shall pay the sum of Five Thousand and no/100 (\$5,000) ----- Dollars in the following manner

payable Fifty (\$50) Dollars per month on the first day of each calendar month, beginning January 1, 1954 -----

until the full purchase price is paid, with interest on same from date at six percent per annum semi-annually in advance on unpaid portion until paid, to be computed and paid semi-annually, and if unpaid to bear interest until paid at the same rate as 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 per cent.

~~and~~ for attorney's fees, as is shown by his note of even date herewith. The purchaserS shall pay all taxes assessments and insurance premiums while this contract is of force. PurchaserS shall make all repairs at their own expense and pay for stamps on deed when made.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due the Owner shall be discharged in law and equity from all liability to make said deed, and may treat the PurchaserS as a tenant holding over after the 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 Six Hundred (\$600) --- dollars per year for rent, or for liquidated damages, or may enforce payment of said note.

The PurchaserS agreeS to buy the land and pay for the same, subject to the above conditions.

In witness whereof we have hereunto set our hands and seals this first day of December, A. D., 1953.

In the presence of

Helyn C. Asbury (Owner) *Helyn C. Asbury* (SEAL)

Anna M. Beatty (Purchaser) *Mrs. Juanita H. Miller* (SEAL)

(Purchaser) *Robert Earl Miller, Jr.* (SEAL)

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