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BOOK 496 PAGE 269

CONTRACT FOR DEED

SUB-DIVISION

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

WALLACE BARNSWORTH
R.M.C.

THIS AGREEMENT made and entered into this 14th day
of November, 19 53 by and between M. W. Fore

Greenville County,
South Carolina, hereinafter called the Seller and E. J. Howard
and Wife, Bertie Mae of Highway #29
Greenville, S. C. hereinafter called the Buyer.

WITNESSETH: The Seller hereby contracts and agrees to sell to the Buyer, and the Buyer hereby agrees to buy, at the price and upon the terms hereinafter set forth, the following described lot or parcel of land situate in the County of Greenville, State of South Carolina, to-wit:

Lot # 8 on U. S. Highway #29 and lot # 82 on Manhattan Blvd.
and house on lot #8
as shown on plat of Caroline Court, which is duly recorded in the R.M.C. Office for

Greenville County, S. C., in Plat Book EE, at page 45, reference to which is hereby made; and the said property is sold and shall be conveyed subject to the following restrictions, covenants and conditions, to-wit: That the said lands shall not be sold, rented or otherwise disposed of to any Negro or person of African descent. No residence to cost less than \$7,500.00 shall be erected on said lots; no residence shall be erected on lots nearer the front line than building line as shown on plat; no residence shall be built on any lot unless said lot has 50 feet, or more, frontage; no outside toilets permitted and sewage to be disposed of by approved septic tanks; no alterations are to be made on this building without the written consent of M. W. Fore. It is agreed that the Buyer is to pay the yearly taxes and insurance as it comes due and payable.

The purchase price which the Buyer shall pay for the said lots is the sum of \$ 8,250.00, which money shall be paid as follows: \$ 250.00 in cash, the receipt of

which is hereby acknowledged; and the balance shall be paid in monthly installments of \$ 50.00 each, beginning one month from this date, the deferred payments to bear interest at the rate of 6% per annum, without the privilege of anticipating any part of said debt.

All deferred payments are to be made at the Office of M. W. Fore,
506 Wallace Building, Greenville, S. C.

This contract is not transferrable.

Upon full payment of said purchase price of said property and interest thereon as the same becomes due and payable, the Seller covenants to convey the said property or cause the same to be conveyed to the Buyer or his assigns, by deed with general warranty, free and clear of all liens and encumbrances, save and except taxes not now due and payable and subject to the reservations and conditions set forth herein and on said plat, no business or residence building to cost less than \$7,500.00, and no buildings whatsoever of a temporary nature allowed.

The Buyer agrees to pay the said purchase price of said property in the manner and at the time above set forth, time being declared of the essence of this contract, and in the event of thirty (30) days default by the Buyer in making any of the payments herein provided for, then, at the option of the Seller all rights and interest of the Buyer under this agreement may thereupon be declared terminated by the Seller, and in such event all money paid by the Buyer under the provisions of this agreement may be retained by the Seller as rental of said property, and said contracts shall thereafter be cancelled, or the Seller may take and enjoy any other remedy which may be proper in the premises, the Buyer to have access to property only directly from State Highway.

This contract is executed by the Buyer with the understanding and agreement that the property herein described has been inspected by the Buyer, or his duly authorized agent, and has been purchased by the Buyer solely as the result of such inspection, and the agreement herein contained, and not upon any inducements, representations, agreements, conditions or stipulations by any person whatsoever not fully set forth herein, and this Contract for Deed embodies the entire agreement between the Seller and the Buyer relative to the property described herein., No business buildings shall be erected on any lot other than lots fronting on U. S. Highway #29.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

WITNESS:

Jessie P. Skert
Marvin G. Hall Jr.

M. W. Fore
By M. W. Fore (Seal)
Seller
E. J. Howard (Seal)
Buyer
Bertie Mae Howard (Seal)

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*State of South Carolina, In consideration of the mutual release
County of Greenville, each of the other and in consideration
of the further sum of \$75.00 paid to E. J. Howard, the receipt of which
is hereby acknowledged, the within contract is hereby cancelled
and surrendered, and we do each mutually release each other from
all claims, demands and causes of action now existing or here-
after arising out of the within contract.*