

The State of South Carolina
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MAY 5 2 44 PM 1958

OLLIE FARNSWORTH
R. M. C.

KNOW ALL MEN BY THESE PRESENTS: S. L. RIGGINS has

~~hold~~ agreed to sell to

JOSEPHINE T. DAVIS a certain lot or tract

of land in the County of Greenville, State of South Carolina, All that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, known and designated as Lot #37, on plat of property of C. E. Lloyd, White Horse Heights, prepared by G. C. Jones E. C. 20 December, 1952, and recorded in the RMC Office for Greenville County in Plat Book BB at page 135, and having, according to said plat, the following metes and bounds, to-wit:

BEINNING at an iron pin on Range View Drive joint front corner of lots #36 and 37; and running thence N. 38-30 W. 175 feet to an iron pin, joint rear corner of lots #37 and 38; thence N. 38-30 W. 175 feet to an iron pin, joint front corner of lots #37 and 38; thence along Range View Circle, N. 51-30 E. 100 feet to the point of beginning.

Being the same premises conveyed by deed recorded in Volume 517 at page 469 and deed recorded in Volume 542 at page 284.

that Josephine T. Davis and execute and deliver a good and sufficient warranty deed therefor on condition ~~that she shall~~

pay the sum of Ten Thousand Nine Hundred Fifty & No/100--Dollars in the following manner \$1,000.00 herewith, receipt of which is acknowledged, and the balance of \$9,950.00 at \$64.11 per month commencing June 1, 1958, and \$64.11 on the 1st day of each and every month thereafter until paid in full with the final payment due May 1, 1983.

until the full purchase price is paid, with interest on same from date at six per cent, per annum until paid to be computed and paid ~~annually~~ monthly, and if unpaid to bear interest until paid at 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 10 per cent ~~thereof~~ for attorney's fees, as is

shown by my note of even date herewith. The purchaser agrees to pay all taxes ~~while this~~ and insurance to a minimum of \$9,950.00 while this contract is in force. It is agreed that the seller ~~will give a good, warranty deed when the principal amount due has been reduced to \$6,000.00 provided the purchaser can refinance or gives a purchase money mortgage for the balance due.~~

It is agreed that time is of the essence of this contract, and if the said payments are not made when due S. L. Riggins shall be discharged in law and equity from all liability to make said deed, and may

treat said Josephine T. Davis as tenant holding over after termination,

~~xxx contrary to the terms of xxxxxxxxxxxxxxxxxx lease~~ and shall be entitled to claim and recover, or retain if

already paid the sum of Sixty-Four and 11/100 month dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we have hereunto set our hands and seal this 1st day of May A. D., 19 58.

In the presence of:

W. A. Seybt, Jr. *S. L. Riggins* (Seal)
Edward Ryan Harman *Josephine T. Davis* (Seal)

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