

GREENVILLE CO. ⁵⁶ post

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SEP 15 11 14 AM 1964

STATE OF SOUTH CAROLINA

ARTICLES OF AGREEMENT FOR DEED

COUNTY OF GREENVILLE OLLIE SPENSWORTH
R.M.C.

ARTICLES OF AGREEMENT Made this 27th day of August 1964, Between Grady T. Howard hereinafter referred to as Party of the First Part, and B. F. Whitt, hereinafter referred to as Party of the Second Part;

WITNESSETH, That if the said Party of the Second Part, shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said Party of the First Part hereby covenants and agrees to convey and assure to the said Party of the Second Part in fee simple, clear of all encumbrances whatever, by a good and sufficient Deed, the lot, piece or parcel of ground situate in the County of Greenville, State of South Carolina, known and described as follows, to-wit:

ALL that piece, parcel or lot of land in Oaklawn Township, Greenville County, State of South Carolina, on the Western side of Highway No. 29, being known and designated as lots 1, 2, 3, and 4 of the T. D. Bennett Subdivision as shown on plat recorded in Plat Book 3 at page 143 and described as follows:

BEGINNING at a stake on the Western side of U. S. Highway No. 29, at corner of Eula Bennett, and running thence N-4-05-W along edge of said Highway 115 feet to joint front corner of lots 4 & 5; thence with line of lot No. 5 S-85-45-W 200 feet 9 inches (200.9) feet to rear corner of lots 4 and 5; thence S-4-20-E 115 feet to corner of Eula Bennett's property; thence with said property, N-85-45-E 200 feet to the beginning corner; being the same property conveyed to Grantor by deed of Jesslyn N. Clack recorded in Deed Book 508 at page 347 of Greenville County.

And the said Party of the Second Part hereby covenants and agrees to pay the said Party of the First Part the Sum of Five Hundred and no/100 (\$500.00) Dollars in the manner following: Fifty (\$50.00) Dollars cash to be paid on August 27, 1964. Equal monthly installements of Twenty Five (\$25.00) Dollars each, this monthly payment for credit on principal and interest at the rate of five (5%) per cent per annum, the First of said installments being due and payable on September 1, 1964, and a like installment being due and payable on the 1st day of each and every calendar month thereafter until the whole sum of principal and interest is paid in full, and to pay all taxes, assessments or impositions that may be legally levied or imposed upon the land subsequent to the year 1964, and in case of failure of said Party of the Second Part to make either of the payments or any part thereof, or to perform any of the covenants on his part, hereby made and entered into, this contract shall, at the options of the Party of the First Part, be terminated, and payments made by the Party of the Second Part shall be taken to be in payment of rents for said premises and for damages sustained by the Party of the First Part; and such payments shall be retained by the said party of the First Part in full satisfaction and in liquidation of all damages by him sustained, and for the rental value of said premises, and the said Party of the First Part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor, or he may retain the amount paid and also require specific performance of this agreement.

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