

State of South Carolina,
County of Greenville,

For Value received, I hereby release and relinquish unto the within named J.C. Martin, his heirs and assigns forever, the liens of two mortgages, which I hold on the lot of land described in the within deed, the same having been executed and delivered to me on the 18th, May 1903 and on the 22 day of March 1905 by George B. Thruston to secure the payment of two notes. Said mortgages being recorded in Volume B.B.B. 220 & F.F.F. 280 respectively R.M.C. office for Greenville County.

Witness my hand and seal this 21st, day of May 1906.

D.D. Davenport, (Seal)

Witness

Cora D. Hill.

Oscar Hodges.

South Carolina,

Greenville County.

Personally appeared before me Oscar Hodges who on oath says that he saw D.D. Davenport sign, seal and deliver the foregoing release of liens of Mortgages and that he with Cora D. Hill witnessed the due execution thereof.

Sworn to before me this the 23rd, May 1906.

Oscar Hodges

H.B. Ingram (Seal)

Not Pub. for S.C.

The State of Alabama,

Dallas County.

I, P.H. Pitts, Judge and Clerk of the Probate Court in and for said County, in said State do hereby certify that W.S. Monk whose name is signed to the foregoing deed of B.H. Kellar and wife Tempie Kellar to Home Building Association was a Notary Public in and for said County in said State, at the date of said certificate, namely on the 11th, day of June A.D. 1906, and that his official bond and oath, as such officer, are on file in my office, and that as such officer, he is authorized by the laws of Alabama, to administer oaths and to take acknowledgements and proofs of the execution of all kinds of unstruments.

Given under my hand and the seal of the said Probate Court, at office in Selma, Dallas

County, Alabama on this the 11th day of June A.D. 1906.

P.H. Pitts, Probate Judge

(COURT SEAL)

State of South Carolina,
Greenville County.

Article of agreement made and entered into this 30th, day of May, A.D. 1906, at Greenville, in said County and State between T.O. Lawton, Jr., Party of the first part, and Seaborn Parks, party of the second part, WITNESSETH: that the party of the first part covenants and agrees to sell and convey to the party of the second part, and to make a good and sufficient fee simple deed, with general clause of warranty, and with Dower renounced (if there be any outstanding inchoate dower interest) and free from all liens and encumbrances of any nature or kind, to the party of the second part to the following described lot or parcel of land, to-wit: all that certain piece, parcel or lot of land situate lying and being in Ward Five, in the City of Greenville, in Greenville County, in South Carolina, on Lawton Ave., being Lot No. 9, of a sub-division of lands conveyed to the party of the first part by M.F. Phillips, deed dated December---- 1905, and recorded in R.M.C. office in and for Greenville County in deed book P.R.R. P., 335 and represented by a plat made by W.A. Hudson, D.D. January 4th, 1906, which is recorded in said R.M.C. office in plat book A, P., 117- said lot has a frontage on Lawton Avenue of 55 feet, with a depth of 183 feet and a width on the back line of 58 feet and containing 10400 Sq. Ft., more or less, That the agreement of the party of the first part to convey the above described land is based upon the conditions hereinafter named, which said conditions are conditions precedent which must be faithfully and strictly performed by the party of the second part, before said party of the second part shall be entitled to a deed to said land. The party of the second part shall pay to the party of the first part the sum of Two thousand (\$2000.00) dollars with interest thereon from date of this contract to be computed and paid annually until paid in full at the rate of seven per cent per annum; said sum to be paid in the following manner, That the party of the second part shall make monthly payments to the party of the first part on or by the last day of each month of Twenty (\$20.00) dollars on the last day of each succeeding month until Five hundred (\$500.00) dollars of the principal and interest is paid and upon the party of the second part having paid Five hundred (\$500.00) dollars or more of the principal purchase price with the interest, taxes, and insurance premiums, he shall be entitled to a deed to said premises upon his executing and delivering unto the party of the first part his promissory note secured by mortgage of said premises; said note and mortgage to be of even date with said deed, and to be for the remaining portion of purchase money and to bear interest at 7 per cent per annum, to be payable one year after date, and to contain a provision for 10% attorney's fee in the event of suit for collection. Provided further that the interest shall be computed and paid annually at 7 per cent until paid in full, the mortgage further providing that the buildings on said premises are to be kept insured by mortgagor in a sum of not less than Fifteen Hundred (\$1500.00) dollars and the insurance policy to be assigned as collateral to secure payment of said note. The party of the second part shall during the continuance of this agreement keep the buildings insured in the name of the party of the first part in a sum of not less than fifteen hundred (\$1500.00) dollars and pay the premiums of insurance. The Party of the second part shall pay all taxes which shall become due, and make all necessary repairs on buildings. The title to said lot shall remain in the name of the party of the first part until after the party of the second part shall have faithfully and strictly complied with all conditions and stipulations herein stated. That the party of the second part may occupy and use said premises during the continuation of this contract. That the party of the second part shall have the right to anticipate any payments, and may pay any sum more than twenty (\$20.00) dollars on any pay day. That the interest on the principal shall be computed on the amount on the thirtieth day of May each year for one year, and the total amounts paid during twelve months shall be deducted after adding interest for one year to principal. Time is of the essence of this agreement and should the party of the second part fail to strictly comply with the terms and conditions herein mentioned, and should the party of the second part be in default in any of his monthly payments for thirty days, then the amounts paid by the party of the second part shall be retained as rent for said premises; and upon such failure or default by the party of the second part, the party of the first part shall be discharged in law and equity from any duty or liability under this contract; and the party of the first part shall have the right to treat the party of the second part as a tenant holding over contrary to the terms of his lease, and shall have the right to eject said party of the second part as a tenant holding over after the termination of his lease.

IN TESTIMONY WHEREOF we, the above named parties have herunto set our hands and affixed our seals the day and year above written.

Signed, sealed and acknowledged in the presence of.

James A. Finlay,
Oscar K. Mauldin,

T.O. Lawton, Jr. (Seal)
Party of the first part.
Seaborn Parks (Seal)
Party of the Second part.

South Carolina,
Greenville County.

Personally appeared before me James A. Finlay who upon oath says that deponent saw the within named T.O. Lawton, Jr. and Seaborn Parks, sign, seal and acknowledge the foregoing written instrument as their contract and agreement, and that he with Oscar K. Mauldin witnessed the execution thereof.

Sworn to before me this 4th, day of June, A.D. 1906.

James A. Finlay.

Oscar K. Mauldin, (L.S.)
Notary Public for S.C.

Recorded June 4th, 1906.

(See page 788 in this book for release to this bond for title ,)