

Contract of Sale.
The West End Land and Improvement Company,
Greenville, S.C.

No. -----
This Agreement made this 4th, day of April A.D. 1907 between the West End Land and Improvement Company of Greenville, South Carolina hereinafter called the Company, (which expression shall include its successors and assigns where the context so requires or admits) of the first part, and Milton Lowndes of Greenville State of S.C., whose Postoffice address is Nichols St., hereinafter called the purchaser (which expression shall include his heirs personal representative and assigns, where the context so requires or admits) of the second part.

Witnesseth, that for and in consideration of the agreements contained herein and the payment of the sums of money hereinafter mentioned, the Company agrees to sell to the purchaser, and the purchaser agrees to buy of the Company One lot of land being known as Lot No. 39 on the Plat of the property of the West End Land and Improvement Company, filed in the office of the Clerk of the Court of Greenville County, State of South Carolina, the purchaser agrees to pay for the said lot the sum of Two hundred & seventy-five & no/100 Dollars of which the sum of Ten & no/100 Dollars is paid in cash (the receipt of which is hereby acknowledged), and the residue shall be paid in monthly installments of Five & 00/100 Dollars each, commencing on the first day of May, 1907 and payable then and on the first day of each successive month thereafter until the entire purchase price is paid; and when the said purchase price shall have been fully paid as herein provided, the Company agrees and binds itself to execute and deliver to the purchaser a deed of conveyance of the said lot, in fee simple with covenant of general warranty and containing the covenants and restrictions as to the use of said lot mentioned below.

No Interest shall be charged on deferred payments until same shall have become past due; and all taxes are to be paid by the purchaser on said premises until a deed thereof is delivered. It is expressly understood and agreed that in case any payment is in default for a period of sixty days after it becomes due, this agreement shall become null and void at the election of the Company, at the expiration of ten days from date of mailing by the Company to the purchaser a notice in writing of such default, and all sums paid hereunder shall be considered as in purchase of an option for the time being, and shall be held and retained by the Company free from all claims and demands whatsoever, by the purchaser, and any and all rights of the purchaser in and to said premises shall then immediately cease and determine; provided, that the purchaser may, within said ten days re-instate this contract by payment in full of all amounts in arrears. If the holder of this contract shall be unable to pay the installments as stipulated herein on account of being out of employment from sickness, the Company will suspend the payments herein provided for during such lack of employment for a period not exceeding four months, provided that the Company shall have been notified by the holder within thirty days after the first default and shall provide a certificate of a practicing physician to such sickness, The deed from the Company herein provided for shall contain the following covenants and restrictions:

That no intoxicating liquors or ardent spirits shall be sold on said premises or nuisance allowed there, That the scheme of facing lots as shown on Plat shall be adhered to, and no lot shall be faced in any other direction than that shown on said Plan. As part of this contract, the Company guarantees the following:
First, That the Streets as shown on said Plat will be graded within a reasonable length of time from date of sale of lots on said Street. Second The Company may build the purchaser, if he desires, upon such terms and conditions as may be agreed between them, a dwelling upon said premises, but in such event, the title to the premises shall remain in the Company, and the Deed herein provided for shall not be delivered until said dwelling shall have been paid for in full. Third: Whereas the Company proposes to give away lot No. 31 on the first day of July, 1908 to be awarded by drawing to that one of the purchaser who shall hold the lucky number, now the purchaser herein shall be entitled to one ticket entitling him to a chance for said lot, provided he is not in default on that day, This contract shall not be assigned without the consent of the Company in writing first obtained.

In witness whereof, The West End Land and Improvement Company has caused these presents to be signed by its duly authorized officer, and the said purchaser has hereunto set his hand and seal the day and year above written.

West End Land and Improvement Co.,
Party of the FirstPart.

In the presence of:
Beverly B. Earle,
Thos I. Charles,
State of South Carolina,
Greenville County.

Milton Lowndes,
Party of the second part.

Personally appeared before me Tho. I. Charles, who being duly sworn says that he saw the within named West End Land and Improvement Company and Milton Lowndes sign, seal and as their act and deed deliver the foregoing written instrument for the uses and purposes there in mentioned and that he with Bevelry B. Earle witnessed the due execution thereof. Sworn to before me this 12th, day of December, A.D. 1907. Thos. I. Charles,
H.B. Ingram (Seal)
Notary Public S.C.

Recorded December 12th, 1907.

END OF DOC.