TITLE TO REALESTATE

\$7839 PROVENCE-LARRARS ON GREENVILLE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

BOND FOR TITLE.

This Contract made and entered into by and between Utopian Developing Company, hereinafter referred to as the seller and Sallie Smith, hereinafter referred to as the purchaser. Witnesseth:

That in and for the consideration hereinafter expressed, the seller covenants and agrees to sell and convey unto the purchaser:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the north side of the Old Rutherford Road and immediately east of the Greenville County Home property and having the following metes and bounds, to-wit:

Beginning at an iron pin on the north side of said Rutherford Road at the corner of the Greenville County Home property and running thence with line of said Greenville County Home property N. 34-50 W. 410.7 ft. to iron pin at the edge of the Southern Railway right-of-way; thence along said right-of-way N. 58-45 E. 92.8 ft. to iron pin, corner of Smith property; thence with line of Smith property S. 34-53 E. 205.7 ft. to pin; thence still with Smith property S. 55-40 E. 40 ft. to iron pin; thence still with Smith property S. 34-50 E. 200 ft. to iron pin on north side of Old Rutherford Road; thence along north side of Old Rutherford Road S. 55-40 E. 52.8 ft. to the beginning corner.

In consideration for said property the purchaser herein agrees to pay therefor the sum of One Thousand (\$1,000.00) Dollars, as follows: One Hundred (\$100.00) Dollars in cash upon execution of this contract and the balance of Nine Hundred (\$900.00) Dollars in the following manner; Fifteen (\$15.00) Dollars on Feb. 15, 1940 and \$15.00 on the 15th day of each and every consecutive month thereafter until paid in full, with interest from date on the unpaid principal at the rate of six (6%) per cent. per annum, payable semi-annually, with the privilege on the part of the purchaser of anticipating the payment of the unpaid balance, or any portion thereof at any time.

It is further understood and agreed that upon the purchaser reducing the unpaid principal to the sum of Five Hundred (\$500.00) Dollars and all accrued interest thereon, the seller will execute to the purchaser a good, fee simple, general warranty deed to said premises, free and clear of all encumbrances and accept from the purchaser a note for the balance of Five Hundred (\$500.00) Dollars, payable in the same manner as hereinabove set forth, which note shall be secured by a first mortgage on said premises.

It is further understood and agreed that all taxes through the year 1939 shall be paid by the seller and all taxes thereafter by the purchaser.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at Greenville, S. C. this 9th day of January, 1940.

IN THE PRESENCE OF:

W. T. HENDERSON

N. O. MCDOWELL

UTOPIAN DEVELOPING COMPANY

BY: W. Frank Hipp (L. S.)

As President

AND: R. L. Bryant (L. S.)

As Secretary

Seller

Sallie Smith (L. S.)

Purchaser.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

Personally appeared before me W. T. Henderson, who being duly sworn says that he saw the Utiopian Developing Company by W. Frank Hipp as President and R. L. Bryant as Secretary and Sallie Smith, sign, seal and as their act and deed deliver the foregoing written instrument and that he with N. O. McDowell witnessed the execution thereof.

Sworn to before me this 9th day of January, 1940.

W. T. Henderson.

N. O. McDowell (L. S.)

N. P. for S. C.

Recorded January 12, 1940 at 8:45 A. M. #543 BY: E.G.