TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

Know all men by these presents: Elsie P. Smith and John S. Smith have agreed to sell to S. D. Watkins a tract of land owned by each in the County of Greenville, State of South Carolina, Oaklawn Township

Description of property (Elsie P. Smith)

All that piece parcel or tract of land designated as tract #5 on a plat dated March 1931, by G. A. Ellis, Surveyor, of a certain subdivision of land known as the Smith property. The said tract containing 81.2 acres, more or less, according to survey, and recorded in plat Book G, at page 290, in the office R. M. C. in and for Greenville County, S. C.

Description of Property (John S. Smith)

All that piece, parcel or tract of land designated as part of tract #3 on the plat by G. A. Ellis, Surveyor, of the Smith property. The said tract containing 8.0 acres more or less according to survey, and recorded in plat book G at page 290 in R. M. C. in and for Greenville County, S. C.

(The above sale is subject to the reservation of water rights incident or pertaining to this tract of land that may hereafter be developed for industrial purposes of any kind or nature whatsoever)

and execute and deliver a good and sufficient warranty deed therefor on condition that the purchaser shall pay the sum of twenty-two hundred (\$2200.00) dollars in the following manner two hundred dollars (\$200.00) at the time of delivery of this agreement, and the balance of \$2000.00 to be paid \$200.00 a year on or before Jan. 1 of each year after 1944.

until the full purchase price is paid, with interest on same from date at 5% per annum which is due with each payment of the principal, and if unpaid to bear interest at the same rate as the principal until paid, and in case said sum or any part thereof be collected by an attorney, or thru legal proceedings of any kind then in addition the sum of \$25.00 for attorneys fees will be due.

The purchaser agrees to pay all taxes while this contract is in force.

The purchaser agrees to carry \$800.00 fire insurance on the house and outbuildings made payable to the sellers while this contract is in force.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due we shall be discharged in law and equity from all liability to make said deed and may treat said purchaser as tenant holding over after termination, or contrary to the terms of this lease, and shall be entitled to claim and recover, or retain if already paid the sum of \$200.00 per year for rent, or by way of lequidating damages, or may enforce payment of balance due on principal.

In witness whereof we have hereunto set our hand and seal this 7 day of December A. D. 1943. In the presence of:

Mrs. Virginia J. Glanton

Mrs. Elsie P. Smith (SEAL)

E. L. Roberson

John S. Smith (SEAL)

P. M. McLane

S. D. Watkins

(SEAL)

State of Georgia Dekalb County

Personally appeared Mrs. Virginia J. Glanton who says on oath that she saw John S. Smith and Elsie P. Smith sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that he with E. L. Roberson witnessed the same.

Sworn to before me this 5th day of January, A. D. 1944.

T. F. Blackstock (SEAL)

Notary Public, Ga.

My commission expires 1-6-45

OF AL

X

Recorded January 17th, 1944 at 4:16 P. M. #578 BY:E.G.