TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

CONTRACT.

This Agreement made and entered into at Greenville, S. C. this 19th day of December, 1944, by and between C. P. Henderson, party of the first part and Edgar F. Epps, party of the second part, both residents of said Greenville County.

WITNESSETH.

That the party of the first part, C. P. Henderson, hereinafter known as the Seller and the party of the second part, Edgar F. Epps, hereinafter known as the Buyer have agreed on the sale and purchase; that the Seller has agreed to sell unto the Buyer all that certain tract of land in Bates Township, said Greenville County, about 12 miles North of Greenville Courthouse being on the road leading from Hellams Crossing connectiong with Tubbs Mountain Road said to be the Old White Horse Road and containing 62.6 acres, more or less, and bounded by lands of J. T. Chiles, L. L. Sammons Mrs. Minnie Hunt and C. A. Jameson, and being the same land described in the deeds to R. N. Hendricks by deed recorded in Deed Book 000, page 482, and in Deed Book JJJ, page 765, R. M. C. Office for said Greenville County. The tract of $12\frac{1}{2}$ 1/2 acres described in Deed Book JJJ, page 125 is reserved and is not included in this contract of sale. And this being the same land which was devised to the Seller by his wife, Fannie A. Henderson, deceased, who obtained said land by will of her first husband, R. N. Hendricks, and being the land on which the wife of the Seller resided at the time of her death. The purchase price is fixed at \$4500.00. The wife of the Seller died November 25, 1944, and her will has been filed and proved in the Probate Court. Funeral expenses against the estate of the said Fannie A. Henderson which must be paid amounting to \$589.00 and the Buyer has paid to the Seller the said sum of \$589.00 which the Seller agrees to use to pay the funeral expenses of his said wife.

In as much as a good title cannot be made until sufficient time elapses since the death of the said Mrs. Fannie A. Henderson the balance will not be paid by the Buyer until he can get a clear title. The Seller will pay all taxes through the year 1944, and the Buyer will pay the taxes after the present year, 1944; and the Seller hereby acknowledges receipt of \$589.00 as part payment of said land so that the balance to be paid by the Buyer as soon as he can get good title is \$3911.00 and the Buyer shall have the right to see that all the debts of the said Mrs. Fannie A. Henderson are paid so that he will receive a good title. The Buyer has the privilege to have the title thoroughly examined by a competent lawyer so that he will be sure that the Seller will make a good title to the land.

WITNESS our Hands and Seals this day and year first above written.

Witness:

H. K. Townes Mollie F. Wood C. P. Henderson (SEAL)

(SEAL)

Seller

Edgar F. Epps
Buyer.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

Personally comes before me Mollie F. Wood and made oath that she saw C. P. Henderson and Edgar F. Epps sign, seal and, as their act and deed, deliver the within written contract for the uses and purposes herein mentioned and that she with H. K. Townes, witnessed the execution thereof.

Sworn to before me this 19th day of December, 1944.

Mollie F. Wood.

H. K. Townes (SEAL)
Notary Public for South Carolina.

No Stamps.

Recorded February 7th, 1945 at 11:18 A. M. #1528 BY:E.G.