13677

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State of South Carolina,) County of Greenville.

This agreement, made and entered into by and between Andrea C. Patterson and Samuel J. Corn (hereinafter referred to as "owner" and "purchaser"), respectively) witnesseth that sais ewner, in consideration of the various sums of money herein agreed to be paid to her by said purchaserand the covenants herein undertaken by him, does hereby agree to sell to said purchaser the land hereinafter described for the sum of four hundred and fifty dollars to be paid by him as follows: five dollars down on the date of this contract; forty-five dollars on the first day of November, 1947, and the remaining four hundred and first dollars on lars which have here the paid by him as first day of November, 1947, and the remaining four hundred and first dollars on lars which here has a product of the sum of the first day of November, 1947, and the remaining four hundred and first dollars on lars which have here.

with interest on the credit portion of the purchase price at the rate of per cent. per annum, to be computed and paid semiannually until paid in full; all principal or interest not paid when due to bear interest at same rate as principal; together with an attorney's few of fifty dollars if any payment due hereunder be in default, or if this contract be placed in the hands of an attorney for collection or adjustment or if any portion of said purchase price be collected by an attorney or by legal proceedings of any kind. And said owner hereby agrees to convey said premises to said purchaser by a good and marketable title in fee simple, free of encumbrances (except taxes for the year during which said conveyance is made), upon payment of the full purchase price therefor, with interest and attorney's fees if any and compliance by said purchaser with all the terms hereof.

And said purchaser hereby agrees to buy said premises on the terms hereof and to pay for same the said sum of four hundred and white dollars in the manner above described; also to pay his pro rata share of the 1947 taxes and all taxes for subsequent years until the ord of the year when such deed is made, with interest on such texes from the respective dates when said owner shall " It is opportably agreed by said parties that time is of the essence of this agreement; that payment, promptly when due, of all sums to be paid hereunder by said purchaser and has strict compliance with all terms hereof shall, be comilitions precedent to high to receive said deed, and that if any payment agreed to be made herounder be at any time in defau lt and so continue for ten days after the same shall become due, then, at the olection of said owner, this agreement shall be and become null and void, and all sums paid to her hereunder chall be taken and considered as in purchase of an option for the time being and may be held and retained by her free free from all tlaims and demands whatsoever of said purchaser, and any and all rights of said purchaser in and to said premises shall then immediately cease and determine; that an case of a breach of any covenant herein assumed by him this contract may li colso be declared void by said owner, and that if it be terminated in any mannor she shall be entitled to the immediate possession of said premises, without notice, and may, in person or by agent, enter upon the some and remove all occupants thereof as twoants holding over after the expiration of their lease, or for nonpayment of rent; and in such event said purchaser hereby agrees to vacate the same without delay and to surrender the peaceable possession thereof in as good condition as the same are now in, reasonable and careful use thereof excepted.

It is further agreed by said parties that in case of litigation of disgreement regarding this contract or any question relating to said premises, any judge of a court of competent jurisdiction may, on application to him, exparte or otherwise, on behalf of said owner, appoint, with or without notice to said purchaser, a receiver, with or without bond, for said premises, to take possestion thereof, lease the same, collect the rents thereof and apply the net rents thereof to the payment of any amounts owing by said purchaser to said owner, the liability of such receiver to be limited to sums actually received by him.

It is further agreed that the terms hereof shall extend to and bind the respective heirs, executors, administrators and assigns of the parties hereto, but that said purchaser shall not pransfer to any person or corporation any rights hereunder without the written consent of said owner.

The premises intended to be affected by this agreement are described as follows, to wit: all that certain lot, piece or parcel of land situate, lying and being in said state and county, just north of the corporate limits of the City of Greenville, known and designated as Lot number eight (8), as shown on