

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

THIS AGREEMENT entered into January 7, 1947 between Karl C. Beason, the SELLER, and S. B. Francis, the PURCHASER,

## W I T N E S S E T H :

WHEREAS, Karl C. Beason has agreed to sell and S. B. Francis has agreed to buy the premises described below for the sum of Seventeen Thousand (\$17,000.00) Dollars in cash, and it is desired that the effective date of such transfer shall be April 18th, 1947; and

WHEREAS, Karl C. Beason has deposited with the South Carolina National Bank in escrow his deed conveying the property to S. B. Francis for delivery on April 18th, 1947, upon payment of the purchase price, and the said S. B. Francis has paid to Karl C. Beason the sum of Two Hundred (\$200.00) Dollars and has herewith deposited with The South Carolina National Bank the futher sum of Five Thousand (\$5,000.00) Dollars, both of which sums were applied on the purchase price, NOW, THEREFORE,

IT IS HEREBY AGREED by the parties hereto that S. B. Francis shall pay to the South Carolina National Bank on April 18th, 1947 the further sum of Eleven Thousand Eight Hundred (\$11,800.00) Dollars as the balance of the purchase price in full. When such payment has been made The South Carolina National Bank is hereby authorized by Karl C. Beason to deliver the deed above mentioned unto the said S. B. Francis. The South Carolina National Bank is futher authorized by Karl C. Beason to pay to itself, as Trustee for Marshall P. Orr, the full amount due on the Mortgage executed by Karl C. Beason on October 18th, 1946, in the principal amount of \$7,500.00, and recorded in Vol. 353 at Page 121 in the R.M.C. Office for Greenville County, the said Mortgage to be thereupon cancelled of record. The remainder of the purchase price received by the South Carolina National Bank shall then be paid over to Karl C. Beason.

The parties hereto futher agree that Karl C. Beason shall have possession and use of all the property, rent free, until March 1st, 1947. On and after March 1st, 1947, S. B. Francis shall have full use and possession of the front Western corner of the property, embracing seventeen (17) feet on East Court Street and extending back in depth thirty-five (35) feet. The remaining portion of said property may be used and kept by Karl C. Beason, rent free, until June 1st, 1947. A. Partition shall be elected completely separating the portion to be used by S. B. Francis after March 1st, 1947, and the cost of such shall be borne wholly by S. B. Francis. After June 1st, 1947 and until December 31st, 1947 the said Karl C. Beason shall have the right to lease and occupy all of the premises, other than the 17X 35 ft. part herin assigned for the use of S. B. Francis, upon payment of a monthly rental of Seventy-Five (\$75.00) Dollars in advance. This right to lease shall not be assignable by Karl C. Beason.

The parties agree to consummate the transfer of title as herin provided on April 18th, 1947, and on that date to pro rate taxes and insurance.

The parties further agree that this instrument shall bind themselves, their heirs, executors, administrators and assigns.

The property affected by this instrument is described as follows:

All that tract or lot of land in Greenville Township, Greenville County, State of South Carolina, City of Greenville, S. C., located on the South side of East Court Street and being designated as Lot # 7 according to a plat made by R. E. Dalton, Engineer, in December, 1919 for C. C. Hindman and recorded in Plat Book E. at Page 187 and having the following metes and bounds: