

State of South Carolina }
Greenville County

\$ 4,750.00

Greenville, S. C., May 7, 1948

Within fifteen (15) years

after date I.

Promise to pay to TRAXLER REAL ESTATE CO., or order, the sum of

Four thousand seven hundred fifty and no/100 DOLLARS

at Greenville, S. C., value received, with interest from even date hercof

at the rate of 6% per cent. per annum until paid. Interest to be computed and paid monthly annually, and if not paid when due, to bear interest at the same rate as principal until paid.

If default is made in payment of principal or interest, the whole amount evidenced by this note shall, at the option of the holder thereof, become immediately due, and said holder may institute an action upon this note and any mortgage, lien or collaterals given to secure the same. If this note be placed in the hands of an attorney for collection or if this debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind, I agree to pay an attorney's fee of Ten Per Centum of the whole amount due, besides all costs of Court and expenses incident upon such collection.

And each of us, whether principal, surety, guarantor, endorser or any other party hereto, hereby severally waives demand, protest and notice of demand, protest and non-payment, and any and all other requirements and acts of diligence on the part of the payee or holder necessary to fix liability on us or any of us.

SEAL Elmer G. Rimmer SEAL

State of South Carolina }
Greenville County

1247

KNOW ALL MEN BY THESE PRESENTS, TRAXLER REAL ESTATE CO. has agreed to sell to

Elmer G. Rimmer

No. 3 Traynham Street Address Greenville, S. C.

a certain lot or tract of land in the County of Greenville, State of South Carolina, shown on map by Dalton & Neves, dated Dec. 1946, and Revised Plat "A" - 7

R. M. C. Greenville County Plat Book Original E-68 Revised Plat "A" - 7 Page 206

and Designated at Lot Improvements thereon Number No. 5 with plb
In Sub-division known as AUGUSTA KNOLL

and execute and deliver a good and sufficient warranty deed therefor on condition that Elmer G. Rimmer

shall pay the sum of Fifty-five Hundred (\$5500.00) and no/100 Dollars, in the following manner: \$750.00 cash down payment, the receipt of which is hereby acknowledged, and \$40.09 per month, beginning June 7, 1948, and an equal amount on the 7th of each succeeding month until the balance is paid in full

until the full purchase price is paid, with interest on same from date at Six per cent. per annum until paid, to be computed and paid monthly, and if unpaid to bear interest until paid at the same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition, the sum of ten per cent of the whole amount due, for attorney's fees, as is shown by purchaser's note of even date herewith. The purchaser agrees to pay all taxes and assessments while this contract is in force.

This conveyance is made subject to the following restrictions, which are imposed for 25 years from date the benefit of the grantor and may be modified by it when such modification is deemed by it to be to the best interest of all concerned.

1. This property is for residential purposes only.
2. No residence shall be erected on said property to cost less than \$3,000.00
3. Said property not be sold, rented or otherwise disposed of to any person or persons having any percentage of Negro blood.
4. No building of any kind shall be erected nearer to the street than _____ feet or nearer than 5 feet of any property line.
5. Nothing that constitutes a nuisance or injury to others' property shall be permitted.
6. Grantor reserves the right to place along the street and alleys on which said lots abuts, and reserve 5 feet Easement across rear of said lot for sewer pipes, electric wires, car tracks and any lines or pipes for public utilities without compensating the grantee or his heirs or assigns.
7. No wiskey or intoxicating beverages shall be sold on the property.
8. Grantee is to pay taxes for the year 1948
9. No surface toilets to be used on property.

10. Also restrictions recorded in Vol. _____ Page _____ R.M.C. Office. It is agreed that time is of the essence of this contract, and if the said payments are not made when due, Traxler Real Estate Company shall be discharged in law and equity from all liability to make said deed, and may treat said Elmer G. Rimmer

as tenant holding over after termination, or contrary to the terms of his lease, and shall be entitled to claim and recover, or retain if already paid in the sum of Seven hundred and fifty dollars (\$750.00) and \$480.96 Dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, this 7th day of May 1948

In the presence of:

Mary M. Symonick
Florence J. Ramsey

TRAXLER REAL ESTATE CO.

By David S. Hall (Seal)
Elmer G. Rimmer

Lien Released By Sale Under

Foreclosure 29 day of March

A.D., 1951. See Judgment Roll

No. 7-1485

*Attch
Symonick
R.M.C.*