

The State of South Carolina
COUNTY OF GREENVILLE

OCT 22 10 45 AM '55

OLLIE NORTH
M. M. S.

KNOW ALL MEN BY THESE PRESENTS: that I, Hester Peterson Duncan,

have agreed to sell to

Leroy Frazier, a certain lot or tract

of land in the County of Greenville, State of South Carolina, described in Deed Book 480

at Page 44, and being all that parcel or lot of land in Bates

Township, more fully described as follows:

BEGINNING at a point on the Nellie McMillan line 290 feet northwest of the Buncombe Road at the corner on the lot of Celestine Peterson and running thence along the McMillan line N. 35 3/4 W. approximately 390 feet to the Tate lands; thence along Tate line in a direction approximately N. 80 E. 70 feet to corner; thence by a straight line to the northeast corner of the lot of Celestine Peterson; thence along the rear line of her lot approximately S. 53 3/4 W. 120 feet to the beginning corner.

Less County right of way for Street.

and execute and deliver a good and sufficient warranty deed therefor on condition that Leroy Frazier shall

pay the sum of Five Thousand (\$5,000.00) - - - - - Dollars in the following manner

One Hundred (\$100.00) Dollars at the signing of this agreement and One Hundred (\$100.00) Dollars a month on the tenth (10th) day of each month for a period of four months, then Fifty Five (\$55.00) Dollars a month until the full purchase price is paid

until the full purchase price is paid, with interest on same from date at 4% per cent, per annum on unpaid balance until paid to be computed and paid annually, and if unpaid to bear interest until paid at 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 - - - - - dollars for attorney's fees, as is

shown by - - - - - note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force. Taxes for 1955 are to be prorated as of July 1, 1955.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due I shall be discharged in law and equity from all liability to make said deed, and may treat said Leroy Frazier as tenant holding over after termination, or contrary to the terms of - - - - - lease and shall be entitled to claim and recover, or retain if already paid the sum of - - - - - dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we have hereunto set our hand and seal this 13th day of June A. D., 19 55

In the presence of:

Michael R. [Signature] *Hester P. Duncan* (Seal)
Richard [Signature] *Leroy F. Frazier* (Seal)

(Continued on next page)