

The State of South Carolina
COUNTY OF GREENVILLE

SEP 27 2 50 PM 1960

OLLIE F. WORTH
R.M.C.

KNOW ALL MEN BY THESE PRESENTS: H. L. Mauldin

James C. Smith and Barbara C. Smith has ~~have~~ agreed to sell to a certain lot or tract

of land in the County of Greenville, State of South Carolina, being known and designated as Lot No. 1 in the corner of White Horse Road and Banner Drive, near the City of Greenville, Lockwood Heights, plat of which is recorded in the RMC Office for Greenville County in Plat Book RR, page 11, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at joint corner Lots 1 and 2 on north side of Banner Drive; thence, N. 35-33 W. 145.5 feet to an iron pin; thence N. 59-10 E. 143.7 feet to White Horse Road; thence N. 45-0085 feet along White Horse Road; thence S. 0-15 W. 35.2 feet along chord of circle to a point; thence S. 45-30 W. 105.8 feet along Banner Drive to a point; thence S. 47-45 W. 30 feet to point of beginning.

The Seller warrants to the Purchasers for a period of one year against any defect workmanship and materials.

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

pay the sum of Thirteen Thousand Five Hundred and No/100 Dollars in the following manner: \$1,000.00 paid herewith, receipt of which is hereby acknowledged, and \$90.00 per month on the 26th day of October, 1960, and \$90.00 on the 26th day of each and every month thereafter, until paid in full or until such time as the purchasers can finance with a loan, all of the balance due. Costs of loan to be borne by purchasers.

until the full purchase price is paid, with interest on same from date at 6-1/2 per cent, per annum 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 ten per cent ~~more~~ for attorney's fees, as is

shown by note of even date herewith. The purchaser(s) agree(s) to pay all taxes while this contract is in force, and the property shall be insured by the Seller, the Purchasers to reimburse the Seller for the insurance premium during the term of this contract. The monthly payment of \$90.00 to include the insurance premium as well as principal and interest.

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 James C. Smith and Barbara C. Smith as tenant(s) 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 Ninety and No/100 ~~year~~ ^{month} 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(s) and seal(s) this 26th day of September A. D., 1960

In the presence of:

Mayorie A. Hill

H. L. Mauldin

Therese L. Mauldin (Seal)

Edward Ryan Hamer James C. Smith (Seal)

Barbara C. Smith

(Continued on Next Page)