

FILED
GREENVILLE CO. S. C.

The State of South Carolina.

SEP 5 10 54 AM 1967

ARTICLES OF AGREEMENT FOR DEED

COUNTY OF GREENVILLE

OLLIE F. BOWEN

ARTICLES OF AGREEMENT Made this 9 day of M.C. June

in the year of our Lord Nineteen Hundred and Sixty-seven BETWEEN Anna Dorsey Darby Smith Rhodes (formerly Anna Dorsey Darby Smith)-----

Part y of the first part and Walter J. Tollison and Wanda R. Tollison part ies of the second part:

WITNESSETH, That if the said part of the second part, shall first make the payments and perform the covenants hereinafter mentioned on Their Part to be made and performed, the said part y of the first part hereby covenants and agrees to convey and assure to the said part ies of the second part in fee simple, clear of all encumbrances whatever, by a good and sufficient Deed, the lot, piece or parcel of ground situate in the County of Greenville State of South Carolina, known and described as follows, to wit: ALL that certain piece, parcel or lot of land situate in the State of South Carolina, County of Greenville, in West Dunklin Township, on Holliday Dam Road, containing one (1) acre, more or less, and fronting on said road for a distance of 210 feet, and being 210 feet in width across its rear, and running back from said road in parallel lines for a distance of 210 feet, and being the identical lot of land conveyed to the Party of the First Part by deed of L. C. Coker recorded in the Office of the Clerk of Court for Greenville County in Deed Book 807 at page 190.

And the said part ies of the second part hereby covenants and agrees to pay the said part y of the first part the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars in the manner following: Five Hundred (\$500.00) Dollars cash and the balance of Seven Thousand (\$7,000.00) Dollars to be paid in consecutive monthly installments of Seventy (\$70.00) Dollars per month, including principal and interest, commencing August 1, 1967, and continuing monthly thereafter until paid in full.

with interest at the rate of 6 1/2 per cent. per annum, payable monthly on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon the land subsequent to the year 1966 and in case of failure of said Walter J. Tollison and Wanda R. Tollison

part ies of the second part to make either of the payments or any part thereof, or to perform any of the covenants on Their part, hereby made and entered into, this contract shall, at the options of the part y of the first part, be terminated, and payments made by the part ies of the second part shall be taken to be in payment of rents for said premises and for damages sustained by the part y of the first part; and such payments shall be retained by the said part of the first part in full satisfaction and in liquidation of all damages by her sustained, and for the rental value of said premises, and the said part y of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor, or he may retain the amount paid and also require specific performance of this contract.

IT IS MUTUALLY AGREED by and between the parties hereto, that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in the presence of

Charles H Knight
Waddell K Rhodes

Anna Dorsey Darby Smith Rhodes (L. S.)
Walter J. Tollison (L. S.)
Wanda R. Tollison (L. S.)

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