

# CONTRACT OF SALE THIS AGREEMENT

ENTERED INTO THIS First day of November in the year of 1913 between the Monaghan Mills a corporation incorporated under the laws of South Carolina with its principal office for business in Greenville County, State of South Carolina, party of the first part, and Miss Julia D. Charles of No. \_\_\_\_\_ Street, City of Greenville, State of South Carolina, party of the second part.

WITNESSETH: That for and in consideration of the agreements contained herein, and the payments of the sum of money hereinafter mentioned, the party of the first part agrees to sell to the party of the second part, and the party of the second part agrees to buy from the party of the first part, all that certain lot of land, being known as lot No. 14 in Block No. \_\_\_\_\_ on the map of the property of the Monaghan Annex dated 3-15-13 1913.

The party of the first part agrees to deliver to the party of the second part a warranty deed, duly signed, sealed and acknowledged, containing the conditions, covenants and restrictions as to the use of said lots, as specified below, whenever the party of the second part shall have paid for the said lots the sum of Three Hundred Fifty Dollars; whereof Ten Dollars have been paid in cash and the remainder is to be paid as follows: \_\_\_\_\_ Dollars per month thereafter until the entire purchase price is paid. Time being of the essence of this contract \_\_\_\_\_ per cent interest is to be charged against the purchaser on the above mentioned deferred payments, and all taxes are to be paid by the Company until the deed is given for said lot.

It is agreed that if the purchaser shall be in default in making any of the said payments for a period of sixty days this agreement shall be null and void and the money paid hereunder shall be retained by the party of the first part as liquidated damage without any liability to account for same. The purchaser is to have the option of paying the balance due on said lot at any time, provided no monthly payments are past due, and shall be allowed a cash discount of 10 per cent on said balance.

Party of the second part hereby agrees upon request of the party of the first part to accept a deed as provided herein and execute notes and mortgages of the premises to party of the first part to secure the deferred payments as set out herein, notes to bear no per cent interest and payable on the same basis as original contract, all papers to be recorded at the expense of the party of the second part.

The deed from the Company shall contain the following restrictions which shall apply for a period of twenty-five years from the date of this contract.

First. That the property is not to be sold, rented or otherwise disposed of to persons of African descent.

Second. That no liquor or Ardent spirits are to be sold on the property.

Third. That no house shall be built on the lot herein described to cost less than One thousand Dollars, but any person may use two or more lots, placing one residence thereon.

Fourth. That no building shall be erected nearer the street than the building line shown on said plat, which is 10 feet from the street.

Fifth. That no use shall be made of the lots sold, or any part thereof, which would constitute a nuisance or injure the value of any of the neighboring lots.

Sixth. That the layout of the lots as shown on said plat shall be adhered to; and no scheme of facing lots in any other direction than that shown on said plat shall be permitted.

Seventh. That the Company reserves the right to take or place or authorize the laying or placing of electric or other street car tracks, sewer, gas and water pipe, electric conduits or pipes, telephone or electric light poles, or any other work or instruments of public utility, on or in any of the streets of said Monaghan Annex without compensation to any lot owner.

The said deed shall provide that in event of a violation by the purchaser of the first provision above, the title of the lot shall revert to the grantor, except as against lien creditors and that in event of a violation of any of the other provisions above, the grantor shall have the right to enforce the same by proper proceedings.

This agreement constitutes the sole and final contract between the parties of the first part and second part, and no promises or agreements not contained herein shall be of any force.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals this First day of November 1913.

Julia D. Charles Purchaser

Monaghan Mills  
By Thos. M. Marchant, Pres.

Witness for Grantee  
Anna M. Beatty  
C. S. Gullick

Witness for Grantor  
Roy Williams  
R. M. Hammond

THE STATE OF SOUTH CAROLINA,

Greenville County.

Personally appeared before me R. M. Hammond who says on oath that and made out that he saw the within named Monaghan Mills by Thos. M. Marchant, its President,

sign, seal, and as its act and deed deliver the within written instrument for the uses and and that Roy Williams he with Roy Williams witnessed the execution thereof.

Sworn to before me this 7th day of November 1913.  
C. S. Gullick (L. S.)  
Notary Public for S. C.

R. M. Hammond

Recorded for November 7th 1913