

In re: Real Estate No. 4586

State of South Carolina,  
County of Greenville.

This Contract, made in duplicate this 5th day of September, 1935, by and between Atlantic Life Insurance Company, a Virginia corporation having its principal office in Richmond, Virginia, hereinafter called the Vendor, and H. H. Provence, of the County of Greenville, State of South Carolina, hereinafter called the Vendee:

W I T N E S S E T H

That for and in consideration of the stipulations and subject to the terms and conditions hereinafter contained, the Vendor hereby agrees to sell and the Vendee to buy the following described real estate, subject, however to any and all conditions and restrictions to which the same may be subject, to-wit:

"All that certain lot or parcel or land situate, lying and being on the north side of West McBee Avenue, in the Block between Richardson and Academy Streets, in Greenville, South Carolina, and having, according to a survey made by Dalton and Neves, Engineers, May 1926, the following metes and bounds, to-wit: Beginning at a point on the north side of West McBee Avenue, the center of a seventeen inch brick wall, which point is 142.75 feet West of Richardson Street, and running thence with the center of said wall, N. 18-34 E. 95.4 feet to a point in the center of said wall; thence still with center of said wall and on, N. 18-01 E. 105 feet to an iron pipe; thence N. 68-03 W. 48 feet to an iron pipe; thence S. 21-26 W. 200 feet to a point on West McBee Avenue; thence with said Avenue S. 67-58 E. 58.75 feet to the point of beginning." Being the same real estate conveyed to Atlantic Life Insurance Company by deed dated October 11, 1930, from E. Inman, Master, which said deed is of record in the office of R. L. C. for Greenville County, South Carolina, in Vol. 149, at page 424.

1. The Vendor hereby acknowledges receipt of the sum of Fifteen Hundred Dollars, (\$1500.00) which amount, together with a balance of Forty-five thousand dollars, (\$45,000.00) with interest thereon as hereinafter provided shall constitute the entire purchase price of said real estate.

2. The said balance of purchase price shall be paid to the Vendor by the Vendee in instalments as follows: Three Hundred Fifty Dollars (\$350.00) monthly, beginning July 1, 1936, and a like sum of Three Hundred Fifty Dollars (\$350.00) on the same day of each and every month thereafter ensuing until the purchase price of said real estate with all accrued interest thereon shall have been reduced to Forty Thousand Dollars (\$40,000.00) whereupon the Vendor will execute and deliver to the Vendee a General Warranty Deed for said real estate, with fee simple title thereto, provided that contemporaneously therewith the Vendee in evidence of such remaining principal will execute and deliver to the Vendor one (1) negotiable promissory principal note for Forty Thousand Dollars (\$40,000.00) payable, with interest at six per centum (6%) per annum, in monthly instalments of Three Hundred Fifty Dollars (\$350.00) per month for one hundred nineteen months, with the then unpaid balance of purchase price with earned interest thereon payable at the end of the 120th month, and a good and sufficient purchase money lien upon and conveying the said real estate to secure the payment of the said note as well as the performance of all other covenants of the Vendee remaining hereinafter to be performed. Said note and lien shall be on forms then in use and to be supplied by the Vendor. The monthly payments of Three Hundred Fifty Dollars (\$350.00) each, agreed to be paid as hereinabove provided, both before title to said real estate shall be delivered to the Vendee, and thereafter in the payment of the instalment note for Forty Thousand Dollars (\$40,000.00) as aforesaid, shall be applied first towards the payment of monthly interest at said rate on the then unpaid purchase price and the balance shall be applied towards payment of the then unpaid purchase price.

3. The Vendor agrees to pay all taxes on said real estate for the year 1935, and the Vendee agrees to pay all taxes on said real estate for the year 1936, and subsequent years, and further agrees to pay all special assessments of any kind whatsoever which may now be or hereafter become a lien against said real estate.

4. The Vendee agrees to pay for and keep in force for the benefit of the Vendor at all times until the full purchase price is paid, thirty-five thousand Dollars (\$35,000.00) fire insurance and Five Thousand Dollars (\$5,000.00) steam boiler insurance issued by companies acceptable to the Vendor, and further agrees to pay the pro rata premium as of January 1, 1936, on the policies therefor held by the Vendor and now in force or hereafter held by the Vendor.

5. Subject to continuing compliance with the terms hereof, the Vendee shall have the right to possession of the said real estate on January 1, 1936, and shall be entitled to receive all rents from said property thereafter accruing, and thereafter, the Vendee shall keep said premises in good condition and repair at all times, and the Vendor shall have the right at any time to enter upon and into the same for the purpose of inspection;