TITLE TO REAL ESTATE

State of South Carolina, County of Greenville.

Personally appeared before me Mary S. Wilburn and made oath that she saw the within named Paul B. Byrum sign, seal and as his act and deed deliver the foregoing release and that she with D. B. Leatherwood witnessed the execution thereof.

Sworn to before me this 19 day of June, 1944.

D. B. Leatherwood (SEAL)

Mary S. Wilburn.

Notary Public, S. C.

Waiver and Right of way recorded July 5th, 1944 at 4:27 P. M. #7084 BY: E.G.

THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

CONTRACT OF SALE AND PURCHASE.

Agreement made this light day of April, 1944, between J. C. Stevenson and Mrs. Addie Stevenson, of Greenville, S. C. and Mrs. Ida S. Sawyer, of Highpoint, N. C., hereinafter referred to as sellers, and Mrs. Julia G. Scott, of Greenville, S. C., hereinafter referred to as purchaser, witnesseth, that the said sellers hereby agree to sell to the purchaser, who agrees to purchase, for the sum of Four thousand seven hundred fifty and no/100 (\$4750.00) Dollars, the fee simple, in possession, free from all incumbrances, of and in all that certain piece, parcel or tract of land in the County and State aforesaid, with all of the buildings and improvements thereof situate, being known and designated as Lot No. 17 of the Dixie Farms, plat of which is of record in the R. M. C. Office for the County and State aforesaid, said Tract No. 17 containing 6.83 acres; together with all the rights, easements and appurtenances thereto belonging; which said premises are sold and purchased upon and subject to the following terms and conditions, to-wit:

- 1. That the purchaser has paid to the sellers the sum of \$150.00, the receipt of which is hereby acknowledged, and hereby agree to pay to the sellers the further sum of \$600.00 upon the signing and sealing of this instrument which shall be completed by April 20, 1944. The purchaser further agrees to pay the balance of \$4,000.00 upon deliver to her by the sellers of a general warranty title to said premises which delivery shall be on or before November 1, 1944.
- 2. That if any obstacle or difficulty shall arise in respect to the title, the completion of purchase, or otherwise, the purchaser shall be refunded any amount she has paid under this agreement, less the sum of \$35.00 per month as rental for each month said purchaser shall occupy said premises after possession is given to her.
- 3. It is hereby agreed that the sellers shall give the purchaser possession of said premises as soon as possible after the date hereof, and that from the date such possession is given, said balance of \$4,000.00 shall bear interest at the rate of six percent (6%) per amum until delivery of the deed and payment of said balance.
- 4. That if the purchaser shall refuse or neglect to complete her purchase at the time hereby appointed, her deposit money paid hereunder shall be absolutely forefeited to the sellers as liquidated damages, and said sellers shall be at full liberty, at any time afterward, to resell the property in any manner they see fit, and said purchaser hereby agrees to vacate said premises immediately upon such refusal or neglect to comply herewith.
 - 5. That time in all respects shall be of the essence of the contract.
- 6. That the parties here to hereby bind themselves, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year hereinabove first written.

In the presence of:

As to J. C.

J. C. Stevenson (SEAL)

Mrs. Addie Stevenson - (SEAL)

Hoke B. Black

Mrs. Ida S. Sawyer, (SEAL)

C. Victor Pyle

Mrs. Julia G. Scott

Purchaser.

Sellers

(SEAL)

. N. M. Gates.

As to Mrs. Ida S. Sawyer & Mrs. Addie Stevenson.

Walter W. Goldsmith

Dorothy H. Gloesner

B. F. Trammell

As to Mrs. Julia G. Scott.