

SEP 2 4 51 PM '69

The State of South Carolina
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

KNOW ALL MEN BY THESE PRESENTS:

I, Evelyn B. Rowland, have agreed to sell to James L. Harbin, Jr. a certain lot or tract

of land in the County of Greenville, State of South Carolina, All that certain piece, parcel or lot of land near the City of Greenville, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 29 on plat of Westwood Terrace, formerly Cedar Lane Gardens, which plat is recorded in the RMC Office for Greenville County in Plat Book GG, Page 139, and having, according to said plat, the following metes and bounds, to wit: BEGINNING at a point on the northern side of Jonquil Lane at the joint front corner of lots nos. 29 and 30, which point is 241 feet from the intersection of said Lane and Orchid Drive; and running thence from the intersection of said Lane and Orchid Drive, N. 51-21 E. 158.9 feet to a point; thence S. 38-09 E. 75 feet to a point; thence S. 49-51 W. 155.1 feet to a point on Jonquil Lane; thence with said Lane, N. 40-57 W. 80 feet to the point of beginning.

and execute and deliver a good and sufficient warranty deed therefor on condition that he shall pay the sum of Four Thousand Five Hundred (\$4,500.00) Dollars in the following manner: \$1,500.00 cash at closing and \$129.00 per month and assume that certain mortgage from Evelyn B. Rowland to Administrator of Veterans Affairs in the amount of \$10,000, more or less, with \$50.00 of the \$129.00 to be applied toward the \$3,000.00 still owed Evelyn B. Rowland, and \$79.00 to be applied toward the mortgage to the Veterans Administration until the full purchase price is paid, with interest on same from date at 6 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 (a reasonable amount) dollars for attorney's fees, as is shown by a note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due he shall be discharged in law and equity from all liability to make said deed, and may treat said James L. Harbin, Jr. as tenant 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 Fifteen Hundred Forty-Eight (\$1548.00) 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 hands and seals this 2nd day of September A. D., 19 69

In the presence of:

Wm. O. Richardson
Joe Lewis

James L. Harbin Jr. (Seal)
Evelyn B. Rowland (Seal)

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