

State of South Carolina,

County of Greenville

This Agreement, made this 3rd, day of December, 1912, by and between Suburban Land Company, a corporation, hereinafter referred to as the vendor, and George H. Hart, R.E. Holroyd, John S. Taylor, V.H. Hilton and Ernest L. Breeden, hereinafter called the purchasers;

WITNESSETH:

The Vendor does hereby agree to sell and convey unto the purchasers all those three certain lots of land situate in the County and State aforesaid, near the City of Greenville, Known as lots Nos. 29, 30 and 31 of Sans Souci Villa, and having the following metes and bounds, to wit:

BEGINNING on a stake on the northeast corner of Franklin Road and McCall Street, and running thence with said Franklin Road N. 32-35 E. 494 feet to a stake on said Franklin Road; thence in an easterly direction 8 feet 8 inches to a stake on the west side of Brockman Avenue; thence with said Brockman Avenue S. 10-30 W. 531 feet to a stake on the corner of Brockman Avenue and McCall Street; thence with said McCall Street N. 57-25 W. 215 feet to the beginning corner, as shown on plat of said Sans Souci Villa.

And the purchasers do hereby agree and bind themselves, jointly and severally, to purchase the said property and to pay therefor to the Vendor the sum of Two thousand five hundred and no/100 (\$2,500.00) Dollars as follows, to wit:

Seventy-five (\$75.00) Dollars upon the execution and delivery of this agreement, and the balance in installments of forty-five (\$45.00) Dollars per month on the first day of each month, beginning February 1st, 1913, with interest thereon from the date of this agreement at the rate of eight per cent. per annum, to be computed and paid semi-annually until paid in full. All interest not paid when due to be added to principal and bear interest at the same rate as principal, it being agreed that if at any time any portion of the principal or interest shall be past due and unpaid, the entire balance of the purchase price with accumulated interest shall become immediately due and payable, and the vendor may at once proceed to collect the same; it being further agreed by the purchasers that in case the purchase price, or any part thereof, be collected by an attorney or through legal proceedings, they will pay all costs of collection, including an attorney's fee of ten per cent. of the amount due.

It is further agreed that when the purchasers shall have paid the sum of three hundred forty-five (\$345.00) Dollars, with interest thereon, as above provided, the vendor will execute and deliver to the purchasers a good and sufficient deed conveying the said property to the said purchasers in the following proportions:

To George H. Hart, one-third;  
To R.E. Holroyd, one-third;  
To John S. Taylor, one-sixth  
To V.H. Hilton, One-ninth; and  
To Ernest L. Breeden, one-eighteenth,

and the purchasers will thereupon execute and deliver their note and mortgage to secure the payment of the balance of the purchase price as hereinbefore provided.

It is understood and agreed that this sale is made upon the following conditions, which are to be considered conditions subsequent, and are to be embodied in the deed.

- (1) That no house shall be built upon said land costing less than \$1,500.00;
- (2) That this property, nor any part thereof, shall not be sold, rented, or otherwise disposed of to any person of African descent; and -

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(3) That no building shall be erected nearer to the Street than the building line shown on the plat of said property; said line being twenty-five (25) feet from the sidewalk.

In witness whereof, the parties have executed this instrument in duplicate, this the day and year first above written.

Suburban Land Company,  
By T. F. Hunt,  
President.  
By Frank F. Martin,  
Secretary.  
Vendor.  
Geo. H. Hart,  
R.E. Holroyd,  
John S. Taylor,  
V.H. Hilton,  
Ernest L. Breeden.  
Purchasers.

Roy H. Bozeman,  
W.B. Boyd, Jr.

Witnesses.

J.E. Johnston,  
Chas. O. Beckham.

State of South Carolina,  
County of Greenville.

Personally appeared before me Roy H. Bozeman who being duly sworn, says: That he saw T. F. Hunt, as President and F. F. Martin, as Secretary & Treasurer of Suburban Land Company, sign, seal and as the act and deed of said corporation, deliver the above written instrument, and that he with W.B. Boyd, Jr. witnessed the execution thereof.

Sworn to before me this 4th,  
day of December 1912.

R. Lee Scott, (Seal)  
Notary Public for S.C.

Roy H. Bozeman

State of South Carolina,  
County of Greenville.

Personally appeared before me J.E. Johnston who being duly sworn, says: That he saw George H. Hart R.E. Holroyd, John S. Taylor, V.H. Hilton and Ernest L. Breeden sign, seal and as their act and deed, deliver the above written instrument, and that he with J.O. Beckham witnessed the execution thereof.

Sworn to before me this ---  
day of December 1912.

R.L. McGee (Seal)  
Notary Public for S.C.

J.E. Johnston

Recorded for December 19th, 1912.