

State of South Carolina,
County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That we, Washington Howell and Isom Howell, Executors of the last will of John Howell, deceased under a power in said will contained, and in consideration of the sum of Six hundred and forty Dollars $\$640$ paid by S.O. Mahaffey (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said S.O. Mahaffey all that piece, parcel or lot of land, situate, lying and being in aforesaid State and County, Town of Greer, Chick Springs Township, having the following metes and bounds: Beginning at an iron pin on Hubert Street and running thence with J.P. Shockley's line One hundred and Eighty (180) feet to Thos. Keating's line (formerly J.M. Miller's); thence with said Thos. Keating's line fifty-eight (58) feet to an iron pin; thence with L.A. Stone's line One hundred and eighty (180) feet to an iron pin on Hubert Street; thence with Hubert Street fifty-eight (58) feet to beginning corner.

TO HAVE AND TO HOLD unto the said S.O. Mahaffey, his Heirs and Assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said S.O. Mahaffey, his heirs and assigns against us and our heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands and seals this seventh day of December in the year of our Lord, one thousand nine hundred and twelve and in the one hundred and thirty-seventh year of the Independence of the United States of America.

Signed, sealed and delivered

in the presence of:

A.H. Miller,

Washington Howell, (L.S.)

Theo Taylor,

Isom Howell, (L.S.)
Executors of last will Jno. Howell, deceased.

State of South Carolina,
County of Greenville.

Personally appeared before me Theo Taylor and made oath that she saw the within named Washington Howell and Isom Howell sign, seal and as their act and deed, deliver the within written deed and that he with A.H. Miller witnessed the execution thereof.

Sworn to before me this 7,

day of December 1912.

Theo Taylor

A.H. Miller,

Notary Public



Recorded for Feby. 18th, 1913.

State of South Carolina,
County of Greenville.

Contract of Sale and Purchase.

This Agreement entered into this 31 day of Jan. 1913, between Suburban Land Company, hereinafter called Seller and T.H. Yeargin, hereinafter called Purchaser,

WITNESSETH: That in consideration of the agreements and payments hereinafter named the Seller agrees to sell and the Purchaser agrees to buy the hereinafter described lots of land at the price of Fourteen hundred eighty Dollars (\$1480.00), of which \$25.00 has been paid in cash, and the remainder is payable as follows: \$75.00 on Feb. 23, 1913, \$100.00 six months after Feb. 23, 1913, and \$100.00 every six months thereafter until the purchase price is paid in full, with interest on the unpaid portion from date at the rate of eight per cent per annum to be computed and paid semi annually, and if unpaid to bear interest at same rate as principal, and in case said sum or any part thereof be collected by attorney or thru legal proceedings of any kind, the Purchaser agrees to pay ten per cent in addition to the amount due as attorney's fee; and the Purchaser has given his note of even date for the purchase price as aforesaid.

On Payment of the full purchase price and interest the Seller agrees that there shall be made to the Purchaser a good warranty deed for said property. It is further agreed that the Seller shall pay all taxes on said property until the time when the last payment is due

The property hereby agreed to be sold and bought is described as follows: All those two certain lots of land situate near the City of Greenville, known as Lots No. 49 and 54 of the Sans Souci Villa property, and having the following metes and bounds:

Lot Number 49: Beginning on an iron pin on the West side of the Furman Road, corner of Young Street and Furman Road and running thence with Young Street N. 57-25 W. 176 feet to iron pin in back line of Lot No. 42; thence with said back line N. 13-30 E. 61.6 feet to an iron pin, corner of lots No. 49 and No. 50; thence with line of Lot No. 50 S. 57-25 E. 177.7 feet to an iron pin in the Furman Road; thence with said Road S. 20-30 E. 60.5 feet to an iron pin, the beginning.

Lot Number 54: Beginning on an iron pin on the west side of Furman Road, corner of Lots No. 53 and No. 54, and running thence with line of Lot No. 53 N. 57-25 W. 186.5 feet to an iron pin in back line of lot No. 45; thence along back line of Lots No. 45 and No. 46 N. 13-30 E. 61.6 feet to an iron pin, corner of Lots No. 54 and No. 55; thence with line of Lot No. 55 S. 57-25 E. 190.5 feet to an iron pin, the beginning.

Said property shall be subject to the following restrictions: 1 (That no house shall be built on either of said lots costing less than \$1500.00. 2. That neither of said lots nor any part thereof shall be sold, rented, or otherwise disposed of to any person of African descent. 3. That no building shall be built on either of said lots nearer to the street than the building line shown on the plat of said property, said line being twenty-five feet from the sidewalk.

It is agreed that time is of the essence of this contract. And if said payments be not made when due the Seller shall be discharged in law and equity from all liability to make said deed, and may treat said Purchaser as tenant holding over after termination of his lease, and shall be entitled to claim and recover, or retain if already paid, the sum of ----- Dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

Done in Duplicate at Greenville, S.C. the day and year above written.

(Over)