

State of South Carolina,  
County of Greenville

This indenture, made and entered into on this the twenty-first day of February, A.D. 1913, by and between Raven I. McDavid and Louisa H. McDavid, his wife, parties of the first part, and L.O. Patterson, party of the second part,

W I T N E S S E T H;

That the parties of the first part hereby agree to purchase from the party of the second part, for the price and upon the terms hereinafter set forth, all that certain lot, piece or parcel of land situate, lying and being in said State and County, in the Second Ward of the City of Greenville, bounded on the North by North Street, on the east by Irvine Street, on the south by lot belonging to Mrs. N.J. Allen, and on the West by lot now or formerly belonging to Mrs. Elizabeth J. Thompson, measuring about one hundred and forty-seven (147) feet square, more or less, and being the same lot of land conveyed by Miss Louisa Eliza de Choiseul to Mrs. Martha Orr Patterson by deed bearing date the second day of January A.D. 1902, and recorded in the office of the Register of Mesne Conveyances for said County and State on the fifteenth day of January, 1902 in Book "III" of Deeds, at page 473; and devised by the said Martha Orr Patterson to the said L.O. Patterson by her last will and testament, duly admitted to probate by the Probate Court for said County and State, and now on file in the office of said Court;

That the said parties of the first part agree to pay the said party of the second part, as the purchase price of said lot of land, the sum of Sixteen thousand, five hundred dollars (\$16,500.00) with interest from this date as hereinafter provided, and to pay all State, County and City Taxes upon said lot of land for the year 1913 and for subsequent years, and all special assessments which may hereafter for any cause be levied against said lot of land; said purchase price to be paid as follows, to wit: Two hundred dollars in cash upon the execution and delivery of these presents, the receipt of which sum of two hundred dollars (\$200.00) is hereby acknowledged by the said party of the second part; One thousand dollars (\$1,000.00) on the twenty-first day of April, 1913; One thousand dollars (\$1,000.00) on the twenty-first day of May, 1913; One thousand dollars (\$1,000.00) on the twenty-first day of June, 1913; One thousand dollars (\$1,000.00) on the twenty-first day of July, 1913; and one thousand dollars (\$1,000.00) on the twenty-first day of August 1913, together with interest from this date at the rate of eight per cent. per annum upon the said sum of sixteen thousand, five hundred dollars (\$16,500.00), less the interest on the payments theretofore made, from the respective dates thereof; the remainder of said purchase price (to wit: the sum of eleven thousand, three hundred dollars) to be paid by the said parties of the first part to the said party of the second part in the manner hereinafter provided:

That the party of the second part, upon the payment to him by the said parties of the first part of the said sum of Five thousand, two hundred dollars (\$5,200.00) at the various times hereinabove specified, and of the interest above mentioned, and upon the execution and delivery to him by the said parties of the first part of the note and mortgage hereinafter provided for, and upon full compliance on the part of the said parties of the first part with all of the terms and conditions hereof, hereby agrees to execute and deliver to the said parties of the first part a good and sufficient deed, conveying to the said parties of the first part, and their heirs and assigns, the said lot of land above described, freed of any claim of dower and clear of all liens and -

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encumbrances whatsoever: That the said parties of the first part, upon the execution and delivery to them by the said party of the second part of the deed of conveyance hereinabove referred to, hereby agree to execute and deliver to the said party of the second part their joint and several promissory note in writing for the unpaid portion of the purchase price of said land, to wit: for the sum of eleven thousand, three hundred dollars (\$11,300.00) payable on or before two years after date, with interest thereon from the date of said note at the rate of seven 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; and if at any time any portion of principal or interest be past due and unpaid, the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose the mortgage hereinafter provided for; and if said note, after its maturity, be placed in the hands of an attorney for suit or collection, or if, before its maturity, it be deemed by the holder thereof necessary to place and if said holder shall place said note or the mortgage given to secure the payment thereof in the hands of an attorney for any legal proceedings, then an attorney's fee of ten per cent. of the amount due upon said note shall be added to the amount due thereon and be collectible as a part thereof; That in order to secure the payment of said note, the said parties of the first part hereby agree to execute and deliver to the said party of the second part their mortgage deed, covering the lot of land hereinabove described; said mortgage to contain the attorneys fee, receivership and other clauses usually contained in the mortgages prepared by said party of the second part; That it is hereby agreed that the sum of two thousand dollars (\$2,000.00) is a reasonable and proper amount at which the damages for a breach of this contract shall be and are hereby fixed and each of said contracting parties hereby binds himself or herself and his or her heirs, executors and administrators to the other or others of said contracting parties and his, her or their heirs, executors or administrators to the payment of said sum, as liquidated damages, and not as a penalty or forfeiture; that is to say, if the parties of the first part shall violate any of the terms hereof, or if their heirs, executors or administrators shall do so, they hereby bind themselves to pay to the party of the second part the said sum of two thousand dollars, and if the said party of the second part, or his heirs, executors or administrators, shall violate any of the terms hereof, he hereby binds himself to pay to the parties of the first part the said sum of two thousand dollars. That it is also expressly agreed by and between the parties hereto that time is of the essence of this agreement; that the payment of all of said several sums of money upon the dates hereinabove mentioned shall be a condition precedent to the execution and delivery of the deed of conveyance aforesaid; and that if the parties of the first part, or their heirs, executors or administrators shall at any time fail to make any of said payments within thirty days after the same shall be due, or if they shall fail to pay any of said taxes or assessments before five days prior to the expiration of the time allowed by law for the payment without penalty or interest of such taxes or assessments, then this contract shall, at the option of said party of the second part, at once cease and become null and void; and said party of the second part shall become immediately entitled to the possession of said lot of land; and the said parties of the first part hereby waive any notice of such termination and of intention to take such possession and agree to surrender the peaceable possession of said land to said party of the second part or his heirs, executors, administrators or assigns.

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