

(Contract to sell land)

State of South Carolina,

County of Greenville.

This memorandum of agreement made and entered into this 21st, day of January 1919 by and between J.W. Putman and R.E. Griffin, Witnesseth:

That for and in consideration of the sum of \$12,000, payable as hereinafter stated, J.W. Putman agrees to convey to R.E. Griffin by fee simple title with full warranty a certain tract of land in Austin Township, State and County aforesaid, containing 52 $\frac{1}{4}$ acres, more or less, adjoining lands of S.A. Curry, J.O. Gresham, F.M. Todd and others, and being the same tract of land recently purchased by the said J.W. Putman from T.H. Garrett.

R.E. Griffin agrees to pay \$1500 in cash upon the execution of this agreement for the purpose of binding the trade and which amount shall be considered as part payment of the \$12000 purchase price. The remaining \$10,500 shall be paid by the said R.E. Griffin in cash on January 1st, 1920 at which time the said J.W. Putman shall execute to R.E. Griffin the deed hereinbefore mentioned. It is agreed that J.W. Putman shall use and occupy the said land during the year 1919 free of rent and free from any claims which R.E. Griffin may have upon the land by reason of this contract. The taxes for the year 1919 shall be paid by J.W. Putman.

J.W. Putman further agrees to insure the buildings for the year 1919 for a sum not less than \$2500 against loss by fire, shall pay the premium on said insurance and shall make the policy payable to the said R.E. Griffin.

To the faithful performance of the terms of this agreement the parties hereto bind themselves, their executors, administrators and assigns.

Executed in duplicate by the parties hereto the day and date first above written.

In presence of:

G.A. Fowler,

Thos. T. Goldsmith.

J.W. Putman, (Seal)

R.E. Griffin, (Seal)

State of South Carolina,

County of Greenville.

Personally appeared before me G.A. Fowler and upon oath says that he saw the within named J.W. Putman and R.E. Griffin sign, seal and deliver the within memorandum of agreement for the uses and purposes therein set forth, and that he with Thos. T. Goldsmith witnessed the execution thereof.

Sworn to before me this 21,

day of January 1919.

Thos. T. Goldsmith (L.S.)

Notary Public, S.C.

G.A. Fowler

Recorded January 21st, 1919.

State of South Carolina,

County of Greenville.

This Agreement made and entered into at Greenville, S.C. February 14, 1919 by and between L.O. Patterson, Trustee, party of the first part, and W.C. Rambo, party of the second part

W-I-T-N-E-S-S-E-T-H-:

That the party of the first part agrees to sell unto the party of the second part Lot No. 16, of North Cherokee Park, said lot fronts on Conestee Avenue 54 feet and has a depth of 171 feet to an alley, for particular description thereof reference to plat thereof recorded in R.M.C. Office for Greenville County in plat book C., page 96, is hereby craved. The purchase price is fixed at five hundred (\$500.00) dollars, receipt of fifty (\$50.) dollars on said purchase price is hereby acknowledged. The remainder four hundred fifty (\$450.00) dollars is to be paid as follows: said sum of \$450.00 to bear interest at the rate of 7% payable annually until paid from the date of this contract February 14, 1919, the party of the second part is to pay one hundred (\$100) Dollars on principal and interest on or by February 14, 1920, and to pay One hundred (\$100) Dollars on the principal and the interest in addition on or by February 14, 1921 and to pay One hundred (\$100) Dollars on the principal and interest on or by February 14, 1922, and to pay the remainder One hundred (\$150.) fifty dollars with interest on or by February 14, 1923 with privilege to pay the whole amount at any time before the date fixed for payment.

Upon failure of the party of the second part to make said payments the amounts paid on this contract by him are to be taken and retained for liquidated damages for breach of contract and his right to purchase shall be forfeited and he shall be treated as a tenant holding over after the expiration of said lease and the party of the first part may regain possession of said lot. In the event that party of the second part pays for lot and receives a deed therefor, the party of the first part retains control of the streets and alleys so as to make any contracts in reference to laying sewer or gas pipes, electric wires and other public utilities and provision is to be made in same that no person of African descent is to own or occupy said land and no house ~~except a good and suitable house is to be erected on said lot.~~ except a good and suitable house is to be erected on said lot.

Witness our hands and seals this 14th, day of February 1919.

Witness:

Mary R. Nesbitt,

Oscar Hodges,

State of South Carolina,

Greenville County.

L.O. Patterson, Trustee (L.S.)
Party of the first part.W.C. Rambo, (L.S.)
Party of Second part.

Personally appeared before me Oscar Hodges, who on oath says that he saw the within named L.O. Patterson, Trustee and W.C. Rambo sign, seal and as their act and deed deliver the foregoing written instrument for the uses and purposes therein mentioned, and that he with Mary R. Nesbitt witnessed the execution thereof.

Sworn to and subscribed before me this

17th, day of February A.D. 1919.

James R. Bates (L.S.)

Notary Public for S.C.

Oscar Hodges

Recorded February 18th, 1919.