

174 State of South Carolina,  
County of Greenville.

Know all men by these presents: That I, D. P. Montgomery have agreed to sell to James L. Brown a certain tract or lot of land in the State and County aforesaid, in Greenville Township, and in the city of Greenville, and being more particularly described as follows: designated as lot number Six (6) on Plat of J. C. Dirvine to Emily and Elizabeth Jones, being recorded in Plat Book "C" on Pages 37, and 38, in R. M. C. Office for Greenville County; said lot having the following dimensions: sixty-four (64) feet on East Avenue, two hundred and eight (208) feet on the East side; two hundred and eleven (211) 1/2 feet on the West side; and sixty-four (64) feet in the rear.

I agree to Execute and Deliver a good and sufficient general warranty deed therefor on condition that James L. Brown shall pay the sum of Six Thousand Four hundred (\$6400) Dollars in the following manner: One hundred dollars to be paid this date, the balance in equal installments of one hundred (\$100) dollars each subsequent month beginning October 10, 1923 until paid in full with interest on same from date at the rate of seven per cent per annum to be computed and paid semi-annually and if unpaid to bear interest until paid at the same rate as the 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 ten per cent for attorney fees, as is shown by one promissory note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force and to keep the buildings insured for three-fourths value

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in some reputable fire insurance company. However, I agree to execute general warranty deed to James L. Brown when he has paid to me the amount of one thousand (\$1000) Dollars, together in addition with interest at that date earned on the full unpaid balance, and will receive proper note and mortgage for the remainder due to be paid according to the afore mentioned terms; providing however that I shall have option at any time of refinancing the balance due in Bank Building and Loan Association, Insurance Company, etc. and that said James L. Brown shall execute the necessary papers providing said refinancing if done does not conflict with the terms of this contract, ~~it~~ of no extra expense to him and can be retred in full on or before the date due.

It is Agreed that time is the essence of this contract, and if the payment are not made when due I shall be discharged in law and equity from all liability to make said deed, and may treat said James L. Brown as tenant holding over after termination, or contrary to the terms of this lease, and shall be entitled to claim and recover, or retain if already paid any and all amounts paid hereon for rent or by way of liquidated damages, or may enforce the payment of said note.

In Witness Whereof, I have hereunto set my hand and seal this the Twenty-fifth day of August A.D. 1923.

In the presence of:  
Franklin Smith.

D. P. Montgomery.

W. C. Goodwin.

State of South Carolina,  
County of Greenville.

Personally appeared Franklin Smith who says on oath that he saw D. P. Montgomery sign, seal, and deliver the foregoing instrument for uses and purposes therein mentioned, and that he with W. C. Goodwin witnessed the same.

Sworn to before me this  
twenty-fifth day of August A.D. 1923.

W. C. Goodwin, Seal.

Franklin Smith.

Notary Public, South Carolina.

Recorded August 29th, 1923.

For assignment of this contract, see Deed Book 100 page 416.

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