

State of South Carolina, } Contract For Sale of Real Estate.  
County of Greenville }

Memorandum of Agreement entered into this 1st day of May A. D. 1925, by and between M. J. Wharton, hereinafter referred to as the Seller, and Mrs Emma C. Butler, hereinafter referred to as the Buyer.

The said M. J. Wharton does hereby agree and contract to sell and convey unto Emma C. Butler a certain lot of land, more specifically hereinafter described; said conveyance to be by deed, in fee simple, free from all liens and encumbrances, except as hereinafter mentioned.

The consideration to be paid by the said Emma C. Butler unto the said M. J. Wharton for the lot of land aforesaid, is the sum of Two Thousand (\$2,000.00) Dollars said consideration to be paid Twenty (\$20.00) Dollars upon the execution and delivery of this contract and every month hereafter, beginning on the 1st day of June hereafter, together with interest on all deferred payments at the rate of eight per cent per annum; the said Twenty (\$20.00) Dollars per month to be the entire payment made at the end of each and every year the contract to be credited with so much as may be necessary to pay the interest on deferred payments, and the amount of such payments up to that time shall be credited upon the principal.

The purchaser shall pay all taxes, and to keep the property insured by fire insurance in the sum of \$10,000.00, and is to pay the premium thereon. Should the purchaser be in default as to the monthly payments, or as to taxes or insurance payments for a period of three months, this contract of conveyance shall, at the option of the Seller thereof, terminate, and become null and void, and such payments as have been made shall be retained by the Seller as rents on the property.

When the full purchase price shall have been paid then the Seller is to give unto the purchaser a deed, in fee simple and free from all liens and encumbrances but the purchaser shall have the right when so much as one-third has been paid, if she sees fit to require a deed to said premises, and then execute to the Seller a note and mortgage on the premises for the deferred payments; said note and mortgage to be payable as herein provided, in monthly payments; said note and mortgage shall

"Next Page"

provide for eight per cent interest on all deferred payments and the usual ten per cent attorney's fee, in case the same is not paid according to its terms and conditions.

The property herein referred and which is to be conveyed by the said Wharton to the said Butler is in the County and State aforesaid, and in the subdivision known as Park Place, situate on the Paris Mountain Road, and being the same lot of land conveyed to Wharton by H. P. Mc Gee during the latter part of 1924 or early part of 1925, and being the only lot of land owned by the said Wharton in Park Place.

In mutual agreement the parties hereto set their hands, in duplicate, the day and year first written, agreeing to be bound by the terms and conditions hereof; that is on the part of the Seller to convey according to the terms hereof and on the part of the purchaser to buy and accept deed according to the terms and conditions herein.

Signed, sealed and delivered in the presence of:  
as to Wharton: H. J. Southern, M. J. Wharton (Real)  
as to Arthur S. Agnew, Emma C. Butler (Real)  
as to Mrs. J. B. Fowler, Buyer.  
as to Arthur S. Agnew

State of South Carolina,  
County of Greenville

Personally appeared before me Mrs J. B. Fowler who on oath says: that he saw the within named Emma C. Butler sign, seal and deliver the within written Agreement, for the uses and purposes therein mentioned, and that he with Arthur S. Agnew witnessed the execution thereof.

Sworn to and subscribed before me this 1st day of May, 1925.  
Arthur S. Agnew (Real) N.P. for S.C. Mrs J. B. Fowler

State of South Carolina,  
County of Greenville.

Personally appeared before me H. J. Southern who on oath says: that he saw the within named M. J. Wharton sign, seal and deliver the within written agreement, for the uses and purposes therein mentioned, and that he with Arthur S. Agnew witnessed the execution thereof.

Sworn to and subscribed before me this 4 day of May 1925.  
Arthur S. Agnew (Real) H. J. Southern  
Notary Public for S.C.

Recorded May 11th. 1:12 P. M. 1925.

END OF Doc