

It is agreed that insurance and taxes for 1936 are to be pro-rated and the purchaser to pay taxes for all subsequent years and to carry \$1700.00 fire insurance policy in favor of the seller.

It is further agreed that time is the essence of this contract, and that all sums paid by the purchaser shall be taken and construed as rent for said premises if the purchaser shall become in arrears in the payment of any months payment of the sums mentioned in said note, in which event the seller may surrender said note unto the purchaser and may mail notice of the surrender of same to the last known address of the purchaser and this contract of sale shall thereupon be immediately cancelled and the seller shall have the right to treat the purchaser as a tenant holding over after the lease is forfeited for non-payment of rent, or may re-enter the said premises peaceably and take possession thereof, and if the the purchaser shall fail to give possession the seller shall have the right to eject the purchaser as tenants holding over after forfeiture of lease.

In testimony whereof the said parties have hereunto signed this contract.

In presence of:

Semmie Lurey

D. B. Leatherwood

Approved Dec. 1st, 1936

Carolina Loan & Trust Co.

BY: W. R. Hale, Prest.

Holder of title to above described property.

State of South Carolina,

County of Greenville.

McKee Investment Company,

P. R. Long, Prest. (SELLER\*)

R. D. Young (Purchaser)

Personally appeared before me Semmie Lurey, who being duly sworn says that he saw McKee Investment Company, by P. R. Long, President, Seller, and R. D. Young, Purchaser, sign, seal and as their act and deed deliver the foregoing written instrument and that she with D. B. Leatherwood witnessed the execution thereof.

Sworn to before me this 19 day of May, 1937.

Semmie Lurey.

D. B. Leatherwood (L. S.)

N. P. for S. C.

S. C. Stamps \$0.80

Recorded this the 20th day of May, 1937, at 8:30 A. M. #6694

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This contract, assignment and power of attorney made this 25th day of February, 1937 by and between Mrs. Elizabeth Beattie Smith, of Greenville, South Carolina, hereafter called the owner, and Messrs, Henderson & Martin, hereinafter called the agent;

Whereas, the owner in order to better secure to The Life Insurance Company of Virginia or its assigns, hereinafter called the noteholder, the payment of the first mortgage or deed of trust on that certain property briefly described as follows: Greenville County, S. Carolina

"Located and being situate on the corners of College & Richardson Streets, in the County and State aforesaid, and the City of Greenville, being at a stake where Little's line intersects property of Methodist Church, and running thence with said line of church property, S. 73 1/2 E. 104 feet to Richardson Street; thence along said Street N. 8 1/2 E. 134 feet to College St.; thence with College St. N. 67 W. 100 1/2 ft. to a stake; thence S. 17 1/2 W. 146 ft., more or less, to the beginning corner.

- 1 - one two-story frame dwelling - 333 Richardson Street
- 2 - one one-story frame dwelling - 335 Richardson Street
- 3 - one one-story frame dwelling - 301 College Street
- 4 - one one-story frame dwelling - 303 College Street

has agreed to turn over to the agent entire and exclusive control and management of said property upon the terms and conditions hereinafter set forth:

Now, therefore, the owner for the purposes aforesaid hereby gives and grants to the agent entire and exclusive power and authority to manage, control and operate said property, to commence, carry on or defend all law or in equity, all actions, suits, and other proceedings in any way affecting this property, present or future leases thereon and rents now or hereafter accruing therefrom, to compromise, arbitrate, and adjust any and all claims arising in connection with said property in such manner as the agent may deem for the best interests of all parties, modify or cancel existing leases, make new leases and contracts in the name of and in behalf of the owner upon such terms and conditions as may appear reasonable to the agent, but subject, however, to the approval of the noteholder, and generally to deal with the present and future tenants for all purposes as fully and effectually as the owner might do, and likewise to order and pay for repairs, improvements and alterations deemed necessary by the agent or noteholder, pay taxes, insurance premiums and all other items secured under the mortgage or deed of trust, and likewise pay all other items and

*Contract, etc.*

*Cancelled*

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*July 1937*

*12th DAY OF*

*AT 10:25*

*R. M. C. FOR GREENVILLE COUNTY, S. C.*

*# 10044*