TITLE TO REAL ESTATE

KEYS PRINTING CD., GREENVILLE, 8. C.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

AGREEMENT

This agreement made and entered into this 30th day of August, 1946 by and between E. J. Tripp hereinafter called the Seller and Robert M. Friddle hereinafter dalled the Buyer.

WITNESSETH:

The Seller hereby contracts and agrees to sell to the Buyer and the Buyer hereby agrees to purchase, at the price and upon the terms hereinafter set forth, the following described real estate, to-wit:

All that piece, parcel or lot of land in the State and County aforesaid, near the town of Conestee, S. C., being known and designated as a part of the property of J. M. Rogers as shown by a plat thereof made by J. A. Pickens, surveyed January 26, 1943, and having the following metes and bounds, to-wit

BEGINNING at an iron stake XIII on the banks of Reedy River and running thence N. 52-30 E. 22.75 chains to a fence post; thence N. 60-15 E. 15 yards to a point; thence in a Southeasterly direction to the line of the property of Adams on a course, to be determined by survey, located so that the total area of said tract shall contain 30 acres; thence S. 51-15 W. to an iron pin on the bank of Reedy River the corner of Adams; property; thence S. 51-15 W. 65 links to the center of Reedy River; thence up the center of said River N. 63½ W. 1.00 chains; thence still with center of said River N. 81 W. 3.00 chains; thence still with the center of said River, S. 87½ W. 4.00 chains; thence still with center of said River S. 79½ W. 4.00 chains; thence still with center of said River N. 1½ W. 2.00 chains; thence still with the center of said River N. 1½ W. 2.00 chains; thence still with center of said River N. 1½ W. 2.00 chains; thence still with center of said River N. 5 W. 2.00 chains; thence still with center of said River N. 5 W. 2.00 chains; thence still with center of said River N. 5 W. 2.00 chains; thence still with center of said River N. 52-30 E. 70 links to the beginning corner.

The purchase price which the Buyer shall pay for said property is the sum of One Thousand Four Hundred (\$1,400.00) Dollars which shall be paid as follows: Two Hundred (\$200.00) Dollars upon the execution of this agreement, receipt whereof is hereby acknowledged; Three Hundred (\$300.00) Dollars on or before the 1st day of December, 1946 and Three Hundred (\$300.00) Dollars on or before the first day of December of each year thereafter until paid in full. The Buyer shall have the right to anticipate any and all payments hereunder at any time he desires to do so. The deferred payments shall bear interest at the rate of Five (5%) per centum per annum, the interest be paid at the time of payments of principal hereunder.

Upon full payment of purchase price of said property and interest thereon, the Seller does hereby agree to convey to the Buyer or his heirs or assigns, by a general warranty deed, a good and marketable title to said property in fee simple absolute, free and clear of all liens and encumbrances of any kind or nature whatsoever.

The Buyer does hereby agree to pay the said purchase price of said property in the manner and at the time above set forth and in the event of sixty (60) days default by the Buyer in making any of the payments here in provided for, at the option of the Sellet, all rights and interests of Buyer under this agreement may thereupon be delcared terminated by the Seller. In such event, all money paid by the Buyer under the provisions of this agreement may be retained by the Seller or the Seller may institute all necessary suits at law or in equity for the purpose of foreclosing this contract and may cause said property to be taken and sold by a Court having jurisdiction to the end and that the Seller shall receive and collect the full amount of the unpaid part of the said purchase price (all of which shall immediately become due and payable in case of such default upon notice by the Seller of such default) of said property as well as the costs, charges and expenses of said suit including a reasonable attorney's fee or the Seller may take and employ any other remedy which may be proper in the premises.

This agreement shall be binding upon each of the parties hereto as well as upon their executors, administrators, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals in duplicate the year and day first above written.