

State of South Carolina,)
 County of Greenville.)

This agreement, made and entered into by and between (Miss) Gerda Prevost (hereinafter referred to as a vendor), party of the first part, L. O. Patterson (referred to as a vendor), party of the second part, and W. West Simmons and (Mrs.) Ruth R. Simmons, his wife (referred to as purchasers), parties of the third part, witnesseth:

That said Gerda Prevost, in consideration of the money herein agreed to be paid to her by said purchasers, and of the various covenants herein undertaken by them, does hereby agree to sell to said purchasers all of Lot number twelve (12) of Marshall Forest, as shown on Dalton & Neves' plat dated October, 1928, and recorded in the office of the Register of Mesne Conveyances for said county in Plat Book "H", pages 133 and 134, except a strip twenty (20) feet wide cut off the rear (south) end of said lot, which strip (together with the "10 ft. reservation for pipes and poles" shown on said plat in the rear of said lot) has been dedicated to public use as a street thirty feet wide (being an extension of Club Drive), and to convey said lot of land, fronting one hundred (100) feet on the south side of Riverside Drive, with a depth of two hundred and seventy (270) feet to said Club Drive Extension, to said purchasers, by a good and marketable title in fee simple, free of encumbrances, upon payment of the full purchase price therefor by said purchasers and their compliance with all the provisions hereof.

That said L. O. Patterson, in consideration of the money herein agreed to be paid to him by said purchasers, and of the various covenants herein undertaken by them, does hereby agree to sell to them that lot of land fronting seventy-five (75) feet on the south side of Riverside Drive, adjoining and west of Lot number twelve (12), above described, with a depth of two hundred and seventy (270) feet to the above mentioned twenty (20) foot strip now constituting a part of Club Drive Extension and to convey said lot of land (being the east seventy-five (75) feet of Lot number eleven (11) on said plat, except the rear twenty (20) feet thereof) to said purchasers by a good and marketable title in fee simple, free of encumbrances, upon payment of the full purchase price therefor by said purchasers and their compliance with all the provisions hereof.

That both lots of land above mentioned are situate in said state and county about three and a quarter miles southeastward from the court house in the City of Greenville, between the Augusta Road and Reedy River, opposite the golf course of the Greenville Country Club. That the titles to be conveyed to said purchasers by both of said vendors shall be subject to the provisions of the deed from Southern Guaranty and Trust Company, as trustee to said L. O. Patterson, dated November 8, 1930, recorded in said office in Book 85, page 398, conveying Lots Nos. 3, 8, 9, 10 and 11 of Marshall Forest; also subject to the provisions of the "protective covenants" dated October 18, 1941, and recorded in said office in Deed Book 238, page 289 (entered into to enable owners of lots in this sub-division to borrow from the Federal Housing Administration); also subject to the additional covenant that no dwelling costing less than ten thousand dollars (\$10,000.00) shall be erected on either of the two lots to be conveyed by said vendors, or any portion thereof.

That said W. West Simmons and Ruth R. Simmons do hereby agree to buy the two lots of land above described, subject to the terms and conditions hereof, and to pay for the same the sum of two thousand, nine hundred and seventy-five (\$2,975.00) dollars not earlier than the second day of January, 1947, and not later than the eleventh day of January, 1947, upon receiving deeds from said vendors conveying said lands; also to pay to said vendors their pro rata share of the 1946 taxes on said lots and to assume the payment of taxes for subsequent