

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

Personally appeared before me Richard F. Collins and
made oath that he saw the within named Ben F. Perry & Eastley Lumber Co.
sign, seal and as his her the tract and deed, deliver the within instrument, and
that he with Patrick C. Fant witnessed the execution
thereof.

Sworn to before me, this 2
day of December A.D. 1950 Richard F. Collins
Patrick C. Fant SEAU
Notary Public, S. C.

The purchaser reserves the privilege of anticipating the payment of any or all of said installments at any time.

TIME IS OF THE ESSENCE OF THIS CONTRACT, and it is expressly understood

and agreed that in case any installment of principle or interest, be not paid by the purchaser promptly when due, or within thirty (30) days after written notice thereof to the purchaser at his last known address, then in addition to all other remedies provided by law, the seller may at his election, and without notice, either (1) declare the entire unpaid balance of the purchase price, immediately due and payable, and maintain action for specific performance hereof; and/or (2) declare this contract terminated and ended, in which event any amount paid hereunder shall be considered as the consideration for this option to purchase the hereinabove described land.

In the event after default the seller deems it necessary to employ and engages an attorney to enforce his rights hereunder, the purchaser agrees to pay all costs and expenses thereby occasioned, including an attorney's fee of ten per cent of the purchase price of said land.

When the said purchase price, with interest as aforesaid, shall have been paid in full, the seller covenants and agrees to execute and deliver to the purchaser, a good and sufficient deed, with covenants of warranty against the seller and his heirs, executors and administrators, conveying said land in fee simple free of encumbrances, to the purchaser.

The above described property is in a restricted district, and is sold subject to the following restrictions, which constitute a part of the consideration of this agreement, and shall be effective for a period of twenty-five (25) years from the date hereof:

- 1. Said property shall be used for residential purposes only.
- 2. No residence shall be erected thereon at a cost of less than five thousand dollars (\$5,000.00.)

Dollars.

- 3. No house shall be erected thereon nearer the inside edge of said sidewalk than twenty (20) feet.

- 4. ~~No sign or growing poster to be kept on said property if objectionable to a neighbor.~~

WITNESS the hands and seals of the parties hereto the day and year first hereinabove written.

Witness:

Richard F. Collins
Eudora N. Rankin

Ben F. Perry (Seal)
Seller
Ben F. Perry & Eastley Lumber Co.
By D. B. Walley (Seal)
Purchaser

Recorded December 2nd. 1950 at 10:35 A. M. #29109

Contract to Lots New Bouscombe Rd, Saus Souie Heights