

PAGE TWO (2) OF CONTRACT OF SALE BY AND BETWEEN OSCAR HODGES, JR., AND SARA S. HODGES, SELLERS, AND J. B. BISHOP, JR., PURCHASER.

FILED in office of the Clerk of the said County Court. And all of which Purchaser fully knows and fully comprehends, and fully acknowledges that this contract of sale is made subject thereunto.

(5) It is mutually understood and agreed that time is of the essence of this contract of sale, and if the Purchaser should, at any time, be in default in the quarterly payments, interest, taxes and/or insurance premiums, as hereinabove stipulated, for as much as Forty Five (45) days after the same are due and payable, then the Sellers are to have the right to cancel this contract, declare the same null and void, and to retain all moneys paid by the Purchaser, as liquidated damages for the breach of this contract; and whereupon the Purchaser shall forthwith surrender to Sellers any and all right, title and interest, both legal and equitable, in, of and to the said described property, together with any repairs and improvements that may be made thereto, and shall forthwith and immediately vacate and surrender the premises to Sellers.

The Purchaser, in consideration of the covenants and agreements upon the part of the Sellers, agrees to purchase the above described property as same now is, and to pay the said purchase price therefor in the manner hereinabove stipulated, and to accept and receive deed therefor upon full payment of all of same as is hereinabove stipulated.

This contract of sale shall not be assigned by Purchaser, without the written consent of the Sellers first obtained therefor.

Any indulgence that may be at any time extended by Sellers to Purchaser shall not be construed as altering or changing this contract of sale in any respect, but same shall nevertheless hold strictly in all respects as herein written.

This agreement shall bind ourselves, our heirs, Executors, Administrators and assigns.

The Purchaser admits and acknowledges that he fully understands this contract of sale.

This contract of sale is made in duplicate, and the Sellers and the Purchaser each have a duplicate copy hereof, and they so admit and acknowledge.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate, at Greenville, South Carolina, this the 12th day of January, A. D. 1961.

Oscar Hodges, Jr. (SEAL)
and
Sara S. Hodges (SEAL)
SELLERS,
and
J. B. Bishop, Jr. (SEAL)
PURCHASER.

Signed, sealed and delivered in duplicate, in the presence of:

W. D. Graham
John C. Henry

STATE OF SOUTH CAROLINA :
COUNTY OF GREENVILLE :

Probate, Fred W. Graham

PERSONALLY APPEARED before me and made oath that he saw the above named Oscar Hodges, Jr., and Sara S. Hodges, Sellers, and J. B. Bishop, Jr., Purchaser, sign, seal and as their act and deed deliver, in duplicate, the above and foregoing type-written instrument, contract of sale, for the uses and purposes therein stated and set forth, and that he with John C. Henry Witnessed the execution thereof.

SWORN TO before me this the 12th day of January, 1961.

John C. Henry (SEAL)
Notary Public for South Carolina.

Recorded January 16th, 1961 at 4:42 P.M. # 17823