

FILED GREENVILLE CO. S.C.

APR 24 11 39 AM 1962

OLLIE FARNSWORTH R.M.C.

The State of South Carolina } COUNTY OF GREENVILLE }

KNOW ALL MEN BY THESE PRESENTS: we, Orville J. Hemberger and

Juanita H. Hemberger

have agreed to sell to

Kenneth O. Moody and Geraldine J. Moody

a certain lot or tract

of land in the County of Greenville, State of South Carolina, on the eastern side of the Greenville to Sandy Flat Road, in O'Neal Township, near Jackson Grove Methodist Church, and being part of Tract No. 1 on plat of Charles Gilreath Estate, made by H. S. Brockman, September 5, 1934, and according to said plat having the following metes and bounds: BEGINNING at an iron pin in said road, corner of property now or formerly owned by Jake Rollins, and running thence with said road, S. 3-20 W. 200 feet to bend; thence S. 3-10 E. 111 feet to center line in said road; thence N. 81-15 E. 1412 feet to center line in Enonee River; thence up said river N. 54-47 W. 260 feet to bend; thence N. 84-10 W. 69 feet to bend; thence N. 47-10 W. 100 feet to bend; thence S. 69 W. 77 feet to bend; thence N. 11-15 W. 300 feet to bend; thence N. 58-30 W. 100 feet to center line in said river, Rollins corner; thence with his line S. 60-58 W. 924 feet to the beginning corner, containing 12 acres, more or less LESS HOWEVER, one acre heretofore conveyed by deed recorded in Deed Book XXXXXXXX 476 at page 235; and 3.8 acres conveyed by deed recorded in Deed Book 593, page 312, leaving 7.2 acres, more or less, the buyers and execute and deliver a good and sufficient warranty deed therefor on condition that shall

pay the sum of fifty-nine hundred dollars (\$5900.00) Dollars in the following manner \$300.00 down, the receipt of which is hereby acknowledged and the balance of \$5600.00 to be paid at the rate of \$50.00 per month hereafter until paid in full, payments to be applied first to interest and the balance to principal, said payments to be due on the first day of each month hereafter

until the full purchase price is paid, with interest on same from date at six per cent, per annum until paid to be computed and paid monthly, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition the sum of 10% of debt dollars for attorney's fees, as is shown by a note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force. and carry fire and extended coverage insurance on the buildings in amount of

It is agreed that time is of the essence of this contract, and if the said payments are not made when due the sellers shall be discharged in law and equity from all liability to make said deed, and may treat said buyers as tenant holding over after termination, or contrary to the terms of a lease and shall be entitled to claim and recover, or retain if already paid the sum of amount paid dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we have hereunto set our hands and seals this 16th day of April A. D., 19 62

In the presence of: James W. Phillips, James L. Smith, E. B. Hogue Jr., Orville J. Hemberger (Seal), Juanita H. Hemberger (Seal)

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IT BEING THE INTENTION TO CONVEY ALL THE PROPERTY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 444, PAGE 67, RMC Office for Greenville County