

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
GREENVILLE S.C.

OCT 15 4 32 PM 1965

BOOK 784 PAGE 145

C O N T R A C T

CLERK
R.S.

This contract between J. B. and J. Herschel Brown, hereinafter called the Sellers, and Phillips Hungerford, Agent, hereinafter called the Purchaser,

W I T N E S S E T H:

That the Sellers agree to sell, and the Purchaser agrees to buy the property hereinafter described for the sum of \$800.00 per acre or \$40,000.00, whichever is less, to be paid as follows: \$3,000.00 cash herewith, \$2,200.00 at date of closing and assumption of mortgage of \$6,400.00 with Fidelity Federal Savings & Loan Association on delivery of deed and the balance of \$28,400.00 to be evidenced by a promissory note secured by a purchase money mortgage payable as follows: \$7,824.20 per year, first to interest at 4% and then to principal. Payment will begin November 15, 1966 and subsequent installments to be due each November 15 thereafter until paid in full.

The Sellers agree to convey the property by good warranty deed with dower renounced thereon, properly stamped, free of encumbrances, liens or assessments on payment of the purchase price as above provided.

Insurance to be prorated or cancelled at option of Purchaser on closing date. Transaction to be closed, taxes, interest and rents (if rented) to be prorated on or before November 15, 1965. Possession of the premises to be given by November 15, 1965.

Time is of the essence of this contract. This written Contract embodies the entire agreement between the parties.

Description of Land: 50 acres more or less. Located on Hudson Road as shown on a survey by C. C. Jones dated September, 1964, located adjacent to the property Central Realty, Marchant and Cunningham. (Block Book Sheet 538.1, Block 1, Lot 38)

The sale is subject to a new survey to determine acreage and a title search by competent attorney. The Purchase Money Mortgage will provide for release of encumbered land to develop roads and utilities and to give right-of-ways. The Sellers agree to release of acreage on payment of \$900.00 per acre. It is agreed that crops of the present year shall belong to the Seller and tenant and that all crops will be removed before January 1, 1966.

Witness our hands and seals this ^{15th} day of October, 1965.

Witnesses:

Mary W. Sautter
Linda M. Smith

J. B. Brown
J. B. Brown
J. Herschel Brown
J. Herschel Brown
Phillips Hungerford
Phillips Hungerford, Agent
SELLERS
PURCHASER

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