

STATE OF SOUTH CAROLINA ) PURCHASE AND SALES CONTRACT  
 COUNTY OF GREENVILLE ) Greenville, S. C. Nov. 21<sup>st</sup> 1967

This contract between Berry's, Inc. hereinafter called the Seller, and John M. Dempsey, Individually and as President of Joncas, Inc., hereinafter called the Purchaser.

Witnesseth, that the Seller agrees to sell, and the Purchaser agrees to buy the property hereinafter described for the sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$17,500.00) DOLLARS to be paid as follows: \$10,000.00 cash herewith, the receipt of which is acknowledged, to be held in escrow by Berry's Inc. and the balance of \$7,500.00 to be paid as hereinafter stated below.

Description of land: One vacant lot located and running along the western side of Poinsett Highway in a southerly direction for a distance of 54 feet; thence running in a westernly direction N 89-43 W a distance of 256.9 feet to Hammett Street; thence running along said street in a northeasternly direction N 48-13 E a distance of 177.9 feet to an iron pin; thence running in a southerly direction, N 0-17E 65.3 feet to an iron pin; thence running in an easternly direction N 89-43 W, 125 feet to an iron pin on Poinsett Highway.

A building set back line on the subject property will be the same as the Gulf Service Station and Kayo Service Station.

Seller will have a survey made of this lot and provide the Purchaser with two copies of same.

The Seller agrees to convey the property by good warranty deed, free of encumbrances, liens or assessments on payment of the purchase price as above provided.

Insurance to be prorated or cancelled at the option of the Purchaser on closing date. Transaction to be closed, taxes, interest and rent (if rented) to be prorated in accordance with the agreement below.

Possession of the premises is to be given when the deed is delivered.

Time is of the essence of this contract. This written contract embodies the entire agreement between the parties, all commissions are due and payable to Putnam and Bumgardner, Realtors, upon the closing of this transaction.

In addition to the within sales contract, both parties hereto agree to the following: The Seller agrees to erect a building on this lot according to plans and specifications as furnished by the Purchaser, said building to be used as a car wash business.

(Continued on next page)