

APR 15 11 06 AM 1968

BOOK 812 PAGE 107

STATE OF SOUTH CAROLINA

OLLIE F. HENSWORTH  
R.M.C.

County of Greenville

THIS AGREEMENT, made and concluded at Greer in the State aforesaid  
by and between WINCHESTER GRAHAM HOMES OF ~~1774747474~~ Cayce, INC., as Party of the  
First Part, and Clinton L. Smith Party of the Second Part:

WITNESSETH, That the Party of the First Part agrees to sell and the Party of the Second Part agrees to buy, subject to the  
rights of tenants, the real estate described as follows, upon the terms and conditions set forth below unless the Party of the First  
Part rejects it within thirty days from the date hereof.

DESCRIPTION OF PROPERTY

All that certain piece, parcel, or lot of land, situate in the City of  
Greer, Greenville County, State of South Carolina. Part of Plat for  
O. P. Smith prepared by W. A. Christopher, Surveyor, March 17, 1924.  
Designated as the North Half of Lot No. 3; Fronting on North for 60 feet  
on Palmer Street, bounded on the East by Madison Avenue for 100 feet,  
bounded on the South by Southern Half of Lot 3 for 60 feet, and bounded  
on the West by Lot 2 for 100 feet. This being  $\frac{1}{2}$  of land Calvin and  
Rosella Greer conveyed to Shell Homes, Inc. of Cayce by deed recorded  
in Book 737, Page 495.

MODEL HOUSE Richland

TERMS OF SALE

- (a) \$ 200.00 down payment upon signing of this agreement, receipt of which is hereby acknowledged.
- (b) The balance of 144 monthly installments of ~~Fifty-Five and no/100---~~ Dollars (\$ 55.00 x 144  
to be paid to the order of the Party of the First Part, at the office of said payee, Cayce,  
or at such other place as the Party of the First Part may designate.

The first payment to be due and payable on the 1st day of September, 1967, and pay-  
able on the 1st day of each succeeding month until the whole of said indebtedness is paid.

SHOULD ANY PAYMENT BECOME FIVE (5) DAYS DELINQUENT, PARTY OF FIRST PART HAS THE RIGHT  
TO DECLARE THIS AGREEMENT NULL AND VOID AND THE PARTY OF SECOND PART AGREES TO VACATE THE  
PREMISES IMMEDIATELY. ALL PRIOR PAYMENTS SHALL BE FORFEITED TO THE PARTY OF THE FIRST PART  
AS LIQUIDATED DAMAGES.

THE PARTIES HERETO ACREE THAT THE PARTY OF THE SECOND PART, HIS HEIRS, EXECUTORS, ADMIN-  
ISTRATORS, OR ASSIGNS, SHALL AND WILL PAY WHEN DUE AND PAYABLE ALL TAXES ON THE PROPERTY  
UNTIL THE DEBT IS FULLY PAID, AND IN CASE THE PARTY OF THE SECOND PART FAILS, TO DO SO, THE  
PARTY OF THE FIRST PART, ITS SUCCESSORS OR ASSIGNS, MAY PAY SAID TAXES TOGETHER WITH ANY COSTS  
OR PENALTIES INCURRED THEREON OR ANY PART THEREOF AND REIMBURSE ITSELF FOR THE SAME.

The Parties hereto agree that the Party of the Second Part, his heirs, executors, administrators, or assigns, shall and will  
insure the house and buildings on said property in the amount of Twenty-Eight Hundred and no/100--- Dollars  
(\$ 2800.00) and keep the same insured from loss or damage by fire and assign the policy of insurance to the said  
Party of the First Part, and in case that is not done, then the said Party of the First Part may cause the same to be insured in  
its name and reimburse itself for the premium plus maximum interest permitted by law.

HOWEVER, PARTY OF THE SECOND PART REQUESTS THAT PARTY OF THE FIRST PART OBTAIN THE FIRE INSURANCE FOR THE  
FIRST THREE YEARS ONLY AND INCLUDE THE PREMIUMS IN THE MONTHLY PAYMENTS.

The Party of the First Part warrants that it owns the property herein described, free and clear of all liens and encumbrances  
and that upon final payment of this contract, it will deliver to the Party of the Second Part a fee simple deed. If any discrepancy  
is discovered with this land, or the title to this land, both Parties hereby agree, that Party of the First Part shall have 180 days to  
correct, or rectify said discrepancy. All conditions of this contract shall remain the same during the 180-day period.

The Parties hereto agree that the sum of Two Hundred and no/100----- Dollars, has been  
paid by the Party of the Second Part to the Party of the First Part on account of the purchase price of the above described prop-  
erty it being expressly agreed that this amount shall be forfeited to the Party of the First Part, its successors or assigns should  
default be made in the payment of the balance of the purchase price upon the terms and conditions aforesaid.

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