

OCT 26 2 55 PM '69

OLLIE FARNSWORTH
R. M. C.

AGREEMENT TO SELL AND BUY

In consideration of the sum of Five & No/100 Dollars

this day received from A. R. White and D. Frank White Purchaser

of the following described property:

All that certain parcel or lot of land containing 5.69 acres, more or less, situated on the West side of State Highway No. 253 (Mountain View or old State Road), near Mountain View School, O'Neal Township, Greenville County, South Carolina, and having courses and distances according to survey and plat of property of Don Williams and Virginia W. Williams by Terry T. Dill, C. E., dated June 5, 1969, to-wit:

Beginning at an iron pin on west side of said highway, the southeastern corner of lot herein described and corner of other property belonging to D. Frank White; thence along White property, S. 46-00 W. 790.4 feet to an iron pin; thence S. 46-41 E. 50 feet to an iron pin; thence S. 46-00 W. 512.6 feet to iron pin on line of other property of A. R. White; thence along A. R. White line, N. 46-41 W. 362 feet to iron pin; thence N. 57-41 E. 1344 ft. to iron pin on west side of highway; thence along said highway, S. 38-56 E. 40 feet to beginning corner.
The purchase price being _____ Dollars.
On the following terms:

Seller is to convey to Purchaser at such time as the mortgage given by the Seller to Farmers Home Administration, dated August _____, 1969, has been paid in full. Upon final payment of mortgage, Seller is to notify Purchaser who will then have thirty (30) days to complete the transaction.

The Seller covenants and agrees and binds himself and his heirs, executors, administrators, successors and assigns to convey the above described property to the said A. R. and D. Frank White and their heirs, administrators or assigns in fee simple by proper Warranty Deed with dowers duly renounced, free from incumbrances except such as are herein agreed to be assumed. And upon tender of such deed the Purchaser agrees to fully comply with the terms of this contract ~~XXXX~~ as stated above. ~~XXXX~~

If there is found to be any flaw in the title, which cannot be straightened out, the forfeit put up by the Purchaser is to be returned to said Purchaser.

Seller is to pay taxes for year in which the sale is consummated, ~~XXXXXX~~ rents and insurance to be prorated at the date of consummation of sale.

Upon failure of the Purchaser to comply with the terms hereof within the stipulated time, the Seller is to have the right to retain the amount this day paid, and to enforce the performance of this contract according to law.

In witness whereof we have hereunto set our hands and seals this August 19 69

Signed, sealed and delivered in presence of:

[Signature]
[Signature]

Virginia W. Williams
[Signature]
Seller

D. Frank White
Purchaser

A. R. White
Purchaser

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