



SEP 3 3 46 PM '71

WM. GOLDSMITH CO.

811 N. MAIN ST.
GREENVILLE, S. C. 29602
252-4601

VOL 924 PAGE 325

SINCE 1884

OLLIE FARNSWORTH
R. M. C.

AGREEMENT TO SELL AND BUY REAL ESTATE

Greenville, S. C. July 28, 19 71

This memorandum between Mary R. Willimon hereinafter called the Seller and Henry C. Wilson hereinafter called the Purchaser witnesseth:

That the Seller agrees to sell to the Purchaser the property hereinafter described for the sum of TWENTY FIVE THOUSAND AND NO/100 Dollars

(\$ 25,000.00) of which Two Thousand Five Hundred Dollars (\$ 2,500.00) has been paid as a deposit this day to Wm. Goldsmith Co. as earnest money to be held in escrow by said Company pending closing of this transaction and the balance of Twenty Two Thousand Five Hundred Dollars (\$ 22,500.00) to be paid ~~XXXXXXXXXX~~ in the following manner Two Thousand Five Hundred (\$2,500.00) Dollars payable within 3 years, and the balance of Twenty Thousand (\$20,000.00) Dollars payable in equal monthly payments of \$242.66 including interest for 10 years with the first payment due October 1, 1971, interest from date of closing at 8% per annum payable on the \$2,500.00, and monthly on the balance.

If this contract is contingent on Purchaser obtaining a loan, Purchaser agrees to apply forthwith and in good faith for this loan, and if Purchaser is unable to secure the loan commitment, the deposit shall be refunded to Purchaser.

Seller to convey by fee simple general warranty deed with documentary stamps attached and county recording tax if any paid, and with dower renounced free and clear of all liens and encumbrances (except applicable restrictive covenants, setback lines, easements and zoning regulations, if any and as noted herein) when full purchase price is paid or secured to be paid as provided above.

All taxes, rents, escrow accounts and interest to be prorated to date of closing of sale. It is further understood and agreed that Purchaser shall not be responsible for any improvement bonds or assessments of any nature which are now against the above property or which shall come into existence before the transaction is consummated.

Seller agrees to pay Wm. Goldsmith Co. the real estate commission and further agrees to assume risk of any and all damage to above described property, prior to closing of this transaction, ordinary wear and tear excepted, if the property is materially damaged before Purchaser takes possession, Purchaser may revoke and cancel this contract and will be entitled to refund of the deposit. Purchaser to provide hazard insurance at closing.

Upon failure of Purchaser to comply with the terms hereof within the stipulated time, Purchaser agrees that the deposit shall be liquidated damages to Seller (in which event Seller agrees to equally divide the deposit between himself and Wm. Goldsmith Co., the amount paid to Wm. Goldsmith Co. not to exceed the real estate commission due), and the Seller shall have the further right to enforce any other rights accruing under this contract according to law.

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

Description of Land: All that piece, parcel or lots of land at 229 Rhett Street and all permanent improvements thereof. This property is further known and found in Greenville County Block Book Page 70, Block 2, Lots 3 & 4 with the approximate dimensions for Lot 3 of 50 ft. by 183, and Lot 4 of 58 ft. by 169.

Remarks: This contract is contingent upon Purchaser obtaining permission from the City of Greenville within 30 days of the date of this contract to use this building as a welding shop. The Purchaser agrees to carry a minimum of \$20,000 fire and extended coverage insurance endorsed to the Seller until the balance is paid. The Seller will give a deed and take back a mortgage upon payment of the \$2,500.00 by the Purchaser due in 3 years.

Closing date August 30, 1971
In presence of [Signature]
Fred B. Beair
As to Seller
Fred B. Beair
[Signature]
As to Purchaser

Possession Immediately
Mary R. Willimon (SEAL)
Seller
Henry C. Wilson (SEAL)
Purchaser

We recommend that your attorney examine this title. This is a legally binding contract. If not understood, seek competent advice.
REAL ESTATE SALES (APPRAISALS, PROPERTY MANAGEMENT) INSURANCE
OPC (continued on next page)

SATISFIED AND CANCELLED OF RECORD
472 DAY OF June 19 82
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:39 O'CLOCK P M. NO. 22258

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 77 PAGE 328