

execution of this contract, receipt of which is hereby acknowledged, \$10,500.00 on or before November 1, 1972, at date of closing, and the balance of \$35,500.00 payable as follows: \$9,000.00 plus interest at the rate of 6% on November 1, 1973, \$9,000.00 plus interest at the rate of 6% on November 1, 1974, \$9,000.00 plus interest at the rate of 6% on November 1, 1975, and \$8,500.00 with interest at the rate of 6% on November 1, 1976.

2. The Purchaser agrees that he will secure the balance of \$35,500.00 by a purchase money mortgage covering the 50.5 acres being purchased from the sellers and said note and mortgage shall contain the provisions for payment as set forth in Paragraph 1 herein.

3. On each November 1 after this sale is closed, the Purchaser shall make his payments in three (3) equal parts, including interest and send one-third (1/3) of each payment as follows:

one-third to Melvin E. Kirby, Box 544, Greer, S. C. 29651

one-third to J. L. Kirby, Route 2, Greenville, S. C.

one-third to W. B. Kirby, Route 2, Greenville, S. C.

4. The Sellers agree that on the date of the closing that they shall deliver a good, fee simple, marketable title to the Purchaser for the within described real estate.

5. Taxes shall be pro-rated as of the date of closing.

6. The Seller W. B. Kirby hereby acknowledges that he is the owner of 2.4 acres of land which adjoins the tract which is being bought by the Purchaser and he hereby agrees for himself, his heirs, successors and assigns, that he and his successors, heirs and assigns will give the Purchaser John C. Cothran, a first refusal to purchase the 2.4 acres owned by the said W. B. Kirby at the same price that he receives a written bona fide offer thereon.

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