

FILED  
GREENVILLE CO. S. C.  
24 11 1972  
EUGENE W. MOORE  
C.L.O.

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

AGREEMENT

This agreement entered into between Donald Wilson and Gordon Kelley, hereinafter called Purchaser, and Joe P. Eanes and Mary Jane F. Eanes, hereinafter called Seller.

The Purchaser agrees to purchase and the Seller agrees to sell to Purchaser that parcel of land containing 10 acres and being shown as Lot No. 3 of PISGAH ACRES Subdivision, plat of which is recorded in the Clerk of Court's Office for Anderson County in Plat Book 71, at Page 222, reference to said plat being made for a more complete description thereon.

TOTAL PURCHASE PRICE	\$12,500.00
Cash deposit (receipt acknowledged)	1,500.00
and the balance of	11,000.00

shall be paid in equal monthly installments of \$98.88 beginning on the 20th day of December, 1972, and an equal amount on the same day of each month thereafter until paid in full, together with interest on the unpaid balance at the rate of seven per cent (7%) per annum to be computed and paid monthly, each payment to be applied first to interest and the balance to reduction of principal on any payment date without penalty with the right to anticipate payment in full at any time without penalty.

The within described property is presently being purchased by the above captioned Sellers from George Q. Wigington, Jr. under a Contract of Sales dated June 12, 1971. There is a balance of approximately \$4,000.00 due and owing on this contract. It is expressly understood by and between parties that the Sellers herein will make annual payments on this contract to the record owner, George Q. Wigington, Jr. until Mr. Wigington is paid in full. Upon payment in full to Mr. Wigington, Mr. Wigington will execute a deed to the within described property to the Sellers herein, who will, in turn, convey to the Purchasers a fee, simple title to the property free of all liens and encumbrances except such restrictions, rights-of-way and easements as may appear on record in Anderson County. Upon the transfer of the title to the property to the Purchasers herein, the Purchasers will execute a purchase money note and mortgage for the balance due and owing to the Sellers herein at that time under the same terms and conditions provided for herein above. By his consent herein, George Q. Wigington, Jr. agrees to notify the Purchasers herein in the event of any default by the Sellers upon the annual installments and Purchasers shall have the right upon such notice to pay Mr. Wigington and deduct said amount from the total purchase price herein.

If the Purchaser should fail to comply with the terms of this Agreement or should fail to make payment as herein provided, Seller may declare this contract breached and any payments theretofore made by Purchaser on account hereof shall be retained by Seller as liquidated damages suffered by Seller because of the withdrawal of this property from the market for that period, expenses in connection with this sale and rental of the land. This agreement shall be thereupon terminated and all parties shall be thereafter discharged from liability hereunder.

Taxes shall be prorated as of the date of this contract and Purchaser agrees to promptly pay all taxes during the term of this Agreement. If the

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