

FILED  
GREENVILLE CO. S. C.  
DEC 2 2 58 PM '73  
DONNIE S. TANKERSLEY  
R.M.C.

VCL 989 PAGE 311

The State of South Carolina  
COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS: David I. Horowitz

..... have agreed to sell to  
George Simmons ..... a certain lot or tract

of land in the County of Greenville, State of South Carolina, at Piedmont, shown as a portion of Lot No. 4 and a portion of Lot No. 5 on plat of SHADY ACRES recorded in the RMC Office for Greenville County, S. C., in Plat Book 000, at Page 76, and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin at the northeastern intersection of Gin Avenue and Timm Avenue, and running thence along the eastern side of Timm Avenue N 4-19 E 85 feet to an iron pin at the corner of Lot No. 5; thence with said Avenue N 35-39 W 78.1 feet to an iron pin; thence N 85-12 E 102.7 feet to an iron pin at the rear corner of Lots 4 and 5; thence S 38-16 W 10 feet to an iron pin; thence S 30-44 E 96 feet to an iron pin on the northern side of Gin Avenue; thence along the northern side of Gin Avenue S 57-43 W 125 feet to the point of beginning.

and execute and deliver a good and sufficient warranty deed therefor on condition that he shall pay the sum of Fifteen Thousand Five Hundred & NO/100 Dollars in the following manner \$179.24 per month beginning January 1, 1974.

until the full purchase price is paid, with interest on same from date at 9 per cent, per annum until paid to be computed and paid annually, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition the sum of a reasonable amount dollars for attorney's fees, as is shown by note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due he shall be discharged in law and equity from all liability to make said deed, and may treat said George Simmons as tenant holding over after termination, or contrary to the terms of said lease and shall be entitled to claim and recover, or retain if already paid the sum of \$2,150.88 dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we have hereunto set our hands and seals this 21st day of November A. D., 1973.

In the presence of:

*William D. Richardson* (Seal)  
*George Simmons* (Seal)

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