

Dora K. Gainey
OWNER

SALES CONTRACT
LYNDALE SUBDIVISION

VOL 1014 PAGE 333

RECORDING FEE
PAID \$ 1.50

THIS SALES CONTRACT, made at Greenville South Carolina, between F. D. Tankersley herein called the Sellers and Dora K. Gainey whose address is Route 1 Greenville, S. C. called the Buyer.

WITNESSETH:

That the Sellers agree to sell and the Buyer agree to purchase all that will lot of land in the Greenville County, South Carolina, being shown as Lot No. 60 on plat of Lyndale Subdivision, made by C. C. Riddle RLS, dated February 1936 as revised and recorded in the REC Office for Greenville County S. C. in Plat Book 666, page 4 subject to terms and conditions hereinafter contained at a sales price of \$ _____ which shall be paid by the Buyer to the Sellers in the following manner.

Transfer \$706.16 cash as the down payment or earnest money deposit, and the balance of \$ _____ in monthly installments of \$ 16.00 each commencing one month from the date of this contract and continuing monthly thereafter until said balance has been paid in full. The unpaid balance from time to time due hereunder shall bear interest at the rate of 7% per annum, and each monthly payment shall be applied first to the interest computed as aforesaid, with the balance to the principal.

1. Greenville County property taxes have been prorated as of the date of this contract. The Buyer covenants to pay all Greenville County property tax accruing after date of this contract assessed against the above described property and any improvements hereafter constructed thereon when the same shall become due and payable.

2. Prior to possession of said property for residential purposes the Buyer covenants and agrees to connect with the sewerage disposal system now serving Lyndale Subdivision at the Buyer's expense and accordance with the rules and regulations of the South Carolina State Board of Health and the Greater Greenville District Commission. The Buyer shall pay to the Sellers a fee not to exceed \$10.00 as inspection charge for service line and other facilities serving said lot and connecting the same with the sewerage disposal system serving Lyndale Subdivision.

3. The Buyer covenants and agrees to become and remain in good standing a member of Lyndale Community Corporation and eleemosinary corporation which owns or and leases the sewerage disposal system serving Lyndale Subdivision and to abide by the rules and regulations and to pay the dues and assessments not exceeding \$15.00 per annum per lot, duties enacted by the board of Directors of said corporation for the purpose of maintaining and operating any sewerage disposal system from time to time owned or leased by said corporation.

4. The Buyer covenants and agrees that the sale, use or other disposition of the above described property is subject to the terms and conditions contained in certain restrictive covenants applicable to Lyndale Subdivision which are recorded in the REC Office for Greenville County, South Carolina.

5. Upon payment of all sums due and payable to the Sellers under the terms of this contract, the Sellers shall execute and deliver to the Buyer or his assigns a good fee simple deed to the above described property, covenant the same free of all liens and encumbrance except for the Greenville County property taxes, utility rights of way easements in blanket form, utility and drainage easements shown on the recorded plat, restrictive covenants applicable to Lyndale Subdivision of public record, and to any relevant zoning ordinance. The Seller shall pay the cost for preparation of the deed and documentary stamps thereon. All other cost shall be paid by the Buyer.

6. In the event the Buyer fails to pay the Greenville County Property taxes, sewerage inspection fee or annual assessment to Lyndale Subdivision Community Corporation within the time the same shall become due, then the Sellers may at their option pay the same and add the cost of such payment to the principal balance due under the terms of this contract, to be and become collectable as part thereof and subject to the interest hereinabove provided or in the alternative declare this contract breached and proceed as hereinafter provided.

(CONTINUED ON NEXT PAGE)

4328 RV-2