

The State of South Carolina

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C.

SEP 10 12 16 PM '76

DONNIE S. TANKERSLEY R.M.C.

VOL 1042 PAGE 717

KNOW ALL MEN BY THESE PRESENTS: I, Winston S. Cox

have agreed to sell to Ralph C. and Gloria L. Miller a certain lot or tract

of land in the County of Greenville, State of South Carolina, being shown and designated on a plat made by Terry T. Dill on August 9, 1976 containing 3.75 acres exclusive of a roadway according to said plat and having the following metes and bounds:

Beginning at a nail and cap in the center of a County Road and continuing along a line N05-22E 656.8 feet to an iron pin; thence along a line N81-09W 400 feet to an iron pin; thence along a line N05-22E 405 feet to an iron pin; thence along a line of Winston Cox property S80-20E 376 feet to an iron pin; thence along a line of Winston Cox ~~S80-20E~~ S04-30E 255 feet to an iron pin; thence along a line of Winston Cox S05-22W 808 feet to a nail and cap in the center of said County Road; thence along said County Road N79-04W 20 feet to the point of beginning.

and execute and deliver a good and sufficient warranty deed therefor on condition that they shall pay the sum of Seventy Five Hundred (\$7,500) Dollars Dollars in the following manner \$2,000.00 with the signing of this instrument and the balance of \$5,500.00 to be paid in monthly installments of \$125.00 beginning September 10, 1976

until the full purchase price is paid, with interest on same from date at 8 1/2 per cent, per annum until paid to be computed and paid monthly, 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 their note of even date herewith. The purchasers agrees to pay all taxes while this contract is in force. Taxes for the year 1976 to be pro-rated as of the date of this instrument.

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

In witness whereof, I have hereunto set my hand and seal this 11th day of

August, A. D. 1976.

It is agreed that this obligation can be paid in full at anytime without any penalty of interest. In the presence of:

Howard A. Bruce Winston S. Cox (Seal)

Billy D. Harrison (Seal)

CONTINUED ON BACK PAGE

Purchasers hereby agree to front and back pages of this instrument.

Ralph C. Miller Gloria L. Miller

4328 RV-2