

GREENVILLE CO. S. C. VOL 1059 PAGE 100

The State of South Carolina
COUNTY OF GREENVILLE

FILED
MAY 20 1977
CLERK OF COURTS
GREENVILLE, S. C.

KNOW ALL MEN BY THESE PRESENTS:

Boyer Miller, Jr. and Winston S. Cox have agreed to sell to
Vollie G. and Ruth D. Good a certain lot or tract

of land in the County of Greenville, State of South Carolina, being shown as Tract #1 of a Plot of HOWARD ACRES made by Terry T. Dill on May 3, 1977 and being recorded in the REC Office of Greenville County in Plat Book 6P at page 89. Restrictions for HOWARD ACRES are recorded in Deed Vol. 1056 at page 679.

NOTE: This contract is contingent upon purchasers applying for a septic tank permit within seven (7) days of this date, and if purchasers fail to do so this contingency is no longer a contingency of this contract. HOWEVER, if purchasers do apply for this permit, and it is denied by the Greenville County Health Department, at the purchasers option, they may cancel this contract and receive a refund of all monies paid in.

Sellers also agree that in the event the parcel of land owned by sellers is ever offered for sale, that they will offer it to the purchasers at whatever price it may be offered for sale. This parcel is that parcel between this parcel mentioned in this contract and the intersection of Highways 414 and 25.

and execute and deliver a good and sufficient warranty deed therefor on condition that they shall

pay the sum of Ninety Nine Hundred and Fifty Dollars in the following manner \$2,150.00 with the signing of this instrument, the receipt of which is hereby acknowledged, and One Hundred and Twenty (120) monthly payments of \$96.71 beginning June 10, 1977.

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 purchaser agrees to pay all taxes while this contract is in force. Taxes to be prorated as of this date.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due sellers shall be discharged in law and equity from all liability to make said deed, and may treat said Vollie G. and Ruth D. Good as tenants holding over after termination, or contrary to the terms of their 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, we have hereunto set our hands and seals this 20th day of May, A. D., 1977.

In the presence of:

Eddie Poole (Seal) Winston S. Cox (Seal)

G. W. Jones (Seal) Boyer Miller Jr. (Seal)

NOTE: Purchasers hereby attest to having seen a copy of the plat showing this tract and to having received a copy of the related restriction to said property.

Witness: Vollie G. Good Ruth D. Good

1st WITNESS: James H. Ashley
2nd WITNESS: J. P. Henderson
Notary Public, County of Pick, North Carolina
My Commission Expires 3/17/80 (CONTINUED ON NEXT PAGE)

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