The State of South Carolina)
COUNTY OF GREENVILLE)

GREENVILLE CO. S. C.
'77 SEP 23 12 42 PM '77
DONNIE S. TANKERSLEY
R.M.C.

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KNOW ALL MEN BY THESE PRESENTS: James D. Miller have agreed to sell to John T. Carroll and Gail A. Carroll a certain lot or tract of land in the County of Greenville, State of South Carolina, 315 Elaine Avenue, Taylors, South Carolina Frame Residence.

Purchaser agrees that the first payment will be due October 15, 1977. Principal and interest will be $217.14 plus taxes and insurance. and execute and deliver a good and sufficient warranty deed therefor on condition that John T. Carroll shall pay the sum of $28,500.00 Dollars in the following manner $900.00 down and the balance of $27,600.00 payable monthly by the fifteenth for 30 years. Purchaser agrees to pay ~~monthly the escrow for taxes and insurance.~~ until the full purchase price is paid, with interest on same from date at 8 3/4 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 Fifteen Percent (15%) ~~dollars~~ for attorney's fees, as is shown by executed note of even date herewith. The purchaser agrees to pay all taxes and insurance and furnish evidence of insurance to Seller. Purchaser acknowledges this will vary from your to year and that this amount will be prorated monthly.

PURCHASER shall have the right to prepay the unpaid balance at any time without penalty. ~~In the event of prepayment, rebate will be calculated on the 78 method.~~

PURCHASER shall not encumber or pledge for a debt, the property described without the written permission of the Seller.

PURCHASER further agrees that from and after the date of acceptance of this Contract, he will assume all risk of loss, injury or damage by any means whatsoever to said lot or to persons or property thereon, and hold SELLER and its assigns harmless therefrom. Such assumption or risk is a covenant that shall survive the same and purchase and shall be binding upon the successors to BUYER in title to said lot and shall not be deemed to have been merged in the above mentioned deed.

This Agreement shall bind and inure to the benefit of the parties hereto and their successors, heirs and assigns.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due James D. Miller shall be discharged in law and equity from all liability to make said deed, and may treat said John T. Carroll and Gail A. Carroll as tenants holding over after termination, or contrary to the terms of any lease and shall be entitled to claim and recover, or retain if already paid the sum of REASONABLE dollars per year for rent, or by way of liquidated damages, or may enforce payment of said rate.

In witness whereof, we have hereunto set our hands and seals this 23rd day of SEPTEMBER A.D., 1977.

In the presence of:

W. T. Huffman — James D. Miller (Seal)
Richard Allison Truitt — John T. Carroll / Gail A. Carroll (Seal)

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