

PL 1078

The State of South Carolina  
COUNTY OF GREENVILLE

(NO TITLE EXAMINATION)

KNOW ALL MEN BY THESE PRESENTS: I, Frances Elizabeth Potts (hereinafter referred to as "Seller"), have agreed to sell to Franklin O. Stewart (hereinafter referred to as "Purchaser"), a certain lot or tract of land in the County of Greenville, State of South Carolina, located on the northern side of Oconee Avenue (formerly Douglas Avenue), being known and designated as the southern portion of Lot No. 173 on plat of the property of G. J. Douglas Estate, as shown on plat recorded in the RMC Office for Greenville County in Plat Book F at Page 126, and having the following metes and bounds, to-wit: BEGINNING At an iron pin on the northern side of Oconee Avenue at the joint corner of Lots Nos. 73 and 74 and running thence in a northeasterly direction, 91.44 feet to an iron pin; thence S. 63-24 E. 75.1 feet to an iron pin at the joint corner of Lots Nos. (over) and execute and deliver a good and sufficient warranty deed therefor on condition that Purchaser shall pay the sum of Seven Thousand Five Hundred and no/100 Dollars in the following manner: In monthly installments of \$100.00 per month, commencing March 3, 1978 and a like payment of \$100.00 on the third day of each and every month thereafter until paid in full.

until the full purchase price is paid, with interest on same from date at 8 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 Seven Hundred Fifty dollars for attorney's fees, as is shown by Purchaser's 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 Seller shall be discharged in law and equity from all liability to make said deed, and may treat said Franklin O. Stewart as tenant holding over after termination, and shall be entitled to claim and recover, or retain if already paid the sum of One Thousand Two Hundred and no/100 dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note. \* \* \* \* (Over)

In witness whereof, We have hereunto set our hand and seal this 21st day of February, A. D., 19 78.

In the presence of:

*Frances Elizabeth Potts*  
Frances Elizabeth Potts, Seller (Seal)

*Franklin O. Stewart*  
Franklin O. Stewart, Purchaser (Seal)

COPIES  
--- 1 FEB 22 78 854  
1.5001

00800

4328 RV-2