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DONNIE S. TANKERSLEY  
R.H.C.

**GOLDSMITH**  
The Problem Solvers  
SINCE 1884

Wm. Goldsmith Co.  
511 N. MAIN ST.  
GREENVILLE, S. C. 29601  
242-4292  
Vol 1075 p 238

**AGREEMENT TO SELL AND BUY REAL ESTATE**

Greenville, S. C. NOVEMBER 22, 1977

This memorandum between ALVIN B. HOOD hereinafter called the Seller and BEN W. LEWIS & WM. J. WIRTHLIN hereinafter called the Purchaser witnesseth:

That the Seller agrees to sell to the Purchaser the property hereinafter described for the sum of NINETY THOUSAND AND NO/100 Dollars

(\$ 90,000.00 ) of which TWO THOUSAND AND NO/100 Dollars (\$ 2,000.00 ) has been paid as a deposit this day to Wm. Goldsmith Co. as earnest money to be held in escrow by said Company pending closing of this transaction and the balance of EIGHTY EIGHT THOUSAND AND NO/100 Dollars (\$ 88,000.00 ) to be paid at time of closing in the following manner in cash at closing.

If this contract is contingent on Purchaser obtaining a loan, Purchaser agrees to apply forthwith and in good faith for this loan, and if Purchaser is unable to secure the loan commitment, the deposit shall be refunded to Purchaser. Seller to convey by fee simple general warranty deed with documentary stamps attached and county recording tax if any paid, and with dower renounced free and clear of all liens and encumbrances (except applicable restrictive covenants, setback lines, easements and zoning regulations, if any, as may appear on record or on the ground) when full purchase price is paid or secured to be paid as provided above.

All taxes, rents, escrow accounts and interest to be prorated to date of closing of sale. It is further understood and agreed that Purchaser shall not be responsible for any improvement bonds or assessments of any nature which are now against the above property or which shall come into existence before the transaction is consummated.

Seller agrees to pay Wm. Goldsmith Co. the real estate commission and further agrees to assume risk of any and all damage to above described property, prior to closing of this transaction, ordinary wear and tear excepted, if the property is materially damaged before Purchaser takes possession, Purchaser may revoke and cancel this contract and will be entitled to refund of the deposit. Purchaser to provide hazard insurance at closing.

Upon failure of Purchaser to comply with the terms hereof within the stipulated time, Purchaser agrees that the deposit shall be liquidated damages to Seller (in which event Seller agrees to equally divide the deposit between himself and Wm. Goldsmith Co., the amount paid to Wm. Goldsmith Co. not to exceed the real estate commission due), and the Seller shall have the further right to enforce any other rights accruing under this contract according to law.

Time is of the essence of this contract. This written Contract embodies the entire agreement between the parties.

Description of land: All that piece, parcel and lot of land being approximate 4 acres surveyed September, 1970 by C. O. Riddle and having 270.2 feet on Old Spartanburg Road, Greenville County, and being owned by Alvin B. Hood, and being identified in the Greenville County TMS 538.1, Block 1 and part of Lot 25.1.

Remarks: This contract is contingent on the following: (a) Property is to be rezoned from RMA (current zoning) to OD (office district) prior to closing. (b) Seller furnishes proof of water and sanitary sewer being available to said property. (c) Purchaser, its agents or representatives, may go upon the property at any time prior to closing for the purposes of making surveys and soil tests, soil borings and other appropriate studies.

Closing date (SEE REVERSE SIDE) Possession (SEE REVERSE SIDE)

In presence of:  
[Signature] Alvin B. Hood (SEAL)  
Seller  
[Signature] (SEAL)  
As to Seller  
[Signature] Ben W. Lewis (SEAL)  
Purchaser  
[Signature] William J. Wirthlin (SEAL)  
Purchaser

We recommend that your attorney examine this title. This is a legally binding contract. If not understood, seek competent advice.  
REAL ESTATE SALES—APPRAISALS—PROPERTY MANAGEMENT—INSURANCE

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