

The State of South Carolina)
COUNTY OF GREENVILLE)

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KNOW ALL MEN BY THESE PRESENTS: We, Stephen P. Clements and Jean A. Clements,
Seller have agreed to sell
to Thomas A. Bobchak, Purchaser a certain lot or tract of
land in the County of Greenville, State of South Carolina,

ALL that certain piece, parcel and lot of land located in Greenville County,
South Carolina, with all improvements thereon, shown and designated as Lot #5
on that certain Plat entitled "Property of Rosa G. Moore" recorded in the RMC
Office for Greenville County in Plat Book FF at Page 411, reference to said
Plat being craved hereto for an accurate description of metes and bounds.

and execute and deliver a good and sufficient warranty deed therefor on condi-
tion that he shall pay the sum of Eighteen Thousand Five Hundred
(\$18,500.00)-----Dollars in the following manner \$1,000.00 November 15, 1978,

and the remainder as per the terms of that certain promissory note from Pur-
chaser to Seller dated November 15, 1978

until the full purchase price is paid, with interest on same from date at 9 1/2
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 proceed-
ings of any kind, th . in addition the sum of a reasonable amount ~~dollars~~ for
attorney's fees. ~~as is shown by xxxxxxxxxxxxxxxxxxxxxxx note of even date herewith.~~

The purchaser agrees to pay all taxes and insurance and furnish evidence of
insurance to Seller.

PURCHASER shall have the right to prepay the unpaid balance at any time with-
out penalty. In the event of prepayment, rebate will be calculated on the 78's
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 what-
soever 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 Seller shall be discharged in law and equity
from all liability to make said deed, and may treat said Purchaser
as tenant holding over after termination, or contrary to
the terms of a lease and shall be entitled to claim and recover, or re-
tain ~~if already paid the sum of any sums already paid by Purchaser. of two per year~~
~~for rent, or by way of liquidated damages, or any enforce payment of said work.~~

In witness whereof, we have hereunto set our hands and
seals this 15th day of November A.D., 1978.

In the presence of:
Walter P. Mitchell (Seal)
Jean A. Clements (Seal)
Margaret B. Ketchum (Seal)

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