

BOOK 1142 PAGE 79

The State of South Carolina)
COUNTY OF GREENVILLE)

FILED
GREENVILLE CO. S. C.
JAN 15 15 PM '81
JOHN E. BANKERSLEY
REC'D

00700

KNOW ALL MEN BY THESE PRESENTS: Bankers Trust of South Carolina, Trustee Under the Will of John Abner McMahan, Melba H. Thompson and W. H. Henley have agreed to sell to Ralph S. Porter and Peggy M. Blackmon a certain lot or tract

of land in the County of Greenville, State of South Carolina, Known as ALL THAT PIECE, PARCEL or lot of land in the County and State aforesaid, and being in the City of Greenville.

BEGINNING at an iron pin on the West side of Rowley Street, corner of Lot No. 36, belonging to J. T. Arnold (see plat made by J. E. Serrine, October 6, 1904, revised January 14, 1905), and running thence with Arnold's line, N. 69-29 W. 210 feet to an iron pin on an Alley; thence with said alley, N. 20-19- E. 51 feet and 9-3/4 inches to a stake; thence S. 69-29 E. 210 feet to a stake on Rowley Street; thence with Rowley Street, S. 20-19 W. 51 feet and 9-3/4 inches to the beginning, being the Southern portion of Lot No. 34, as shown on said plat.

This being the same property acquired by the Grantors herein by deed from B. E. Chandler, Et. Al., recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 574 at page 89 recorded the 2nd day of March, 1957.

and execute and deliver a good and sufficient warranty deed therefor on condition that they shall pay the sum of Twenty-Two Thousand & No/100 (\$22,000.00)--- Dollars in the following manner Two Thousand Two Hundred & No/100 (\$2,200.00) Dollars, payable as downpayment, with quarterly payments of \$594.00 per quarter beginning April 1, 1981 and July 1, 1981, and October 1, 1981, with the balance of interest and principal due on January 1, 1982. These payments represent interest only at 12% with no prepayment charge until the full purchase price is paid, with interest on same from date at 12% 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 a reasonable amount dollars for attorney's fees, as is shown by said 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 the Sellers shall be discharged in law and equity from all liability to make said deed, and may treat said Purchasers 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 Two Thousand Three Hundred Seventy-Six--- (\$2,375.00) 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 hand and seal this 16th day of January A.D., 19 81

In the presence of:

Walter D. M. Davis
Ernest P. Curry

Bankers Trust of South Carolina, Trustee Under the Will of John Abner McMahan
By: *William W. Buchanan, Jr.* (Seal)
Vice-President & Trust Officer (Seal)

SEE ADDENDUM ATTACHED HERETO FOR SPECIAL CONDITIONS:

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FEB 3 1981
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