

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

BS-1142-715

CONTRACT OF PURCHASE AND SALE

This agreement made this the 12th day of February, 1981 by and between H. J. MARTIN and JOE O. CHARPING, hereinafter called SELLER, and JAMES HENRY DAVIDSON and BETTY JEAN DAVIDSON, hereinafter called PURCHASER.

W I T N E S S E T H

1. SELLER agrees to sell to the Purchaser, and PURCHASER agrees to buy from Seller, for the sum of Eighty-nine Thousand (\$89,000.00) Dollars, plus extras agreed upon in the amount of Two Thousand Five Hundred Sixty-Eight (\$2,568.00) Dollars, making a total of NINETY ONE THOUSAND FIVE HUNDRED SIXTY EIGHT (\$91,568.00) DOLLARS, the following described land, with the building thereon, to-wit:

All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 236 shown on a plat of the subdivision of DEVENGER PLACE, Section No. eleven (11), recorded in plat book 7-C page 91, of the RMC Office for Greenville County, South Carolina.

2. It is understood by the parties hereto that FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION holds a mortgage on the above property in the amount of SIXTY SIX THOUSAND THREE HUNDRED (\$66,300.00) DOLLARS with interest at the rate of thirteen and one-half (13½%) per cent and monthly installments of \$762.45 to principal and interest. If Purchaser desires to assume this loan, and it is agreeable with Fidelity Federal Savings and Loan Association, the consent of the Seller is hereby granted.

3. PURCHASER agrees to pay the sum of NINETY ONE THOUSAND FIVE HUNDRED SIXTY EIGHT (\$91,568.00) DOLLARS as follows:

Five Thousand (\$5,000.00) Dollars earnest money, the receipt of which is hereby acknowledged;

Three Thousand Six hundred sixty-one & 22/100 (\$3,661.22) Dollars on February 12, 1981 to be applied toward purchase price;

Seven hundred sixty-two & 45/100 (\$762.45) Dollars on February 12, 1981 covering the February 1, 1981 payment due Fidelity Federal Savings and Loan Association, including principal and interest, which SELLER agrees to keep current);

and Seven hundred sixty-two & 45/100 (\$762.45) Dollars on the first day of each month thereafter up to and including January 1, 1982, covering principal and interest installments on the Fidelity loan;

Six Thousand Three Hundred Thirty-Eight & 78/100 (\$6,338.78) Dollars on March 2, 1981 to be applied toward purchase price;

Ten Thousand Two Hundred Sixty-Eight (\$10,268.00) Dollars with interest thereon from February 12, 1981 at the rate of 13½% per cent on or before June 30, 1981 to be applied toward purchase price (including extras);

and the entire balance of Sixty Six Thousand Three Hundred (\$66,300.00) Dollars, less whatever amount has been applied to reduction of principal on the above mentioned Fidelity loan, on or before February 1, 1982.

FILED
CO. S.C.
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