

1983 FEB 20

The State of South Carolina
COUNTY OF GREENVILLE

RECORDED
3 03 PM '83
HARRISLEY
S.C. Fifth Ave
Greenville S.C.
29609

KNOW ALL MEN BY THESE PRESENTS: I, Carrie Ellen Bates,
have agreed to sell to
James and Rebecca Carlton a certain lot or tract
of land in the County of Greenville, State of South Carolina, described as follows;

All that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being near the City of Greenville, County and State aforesaid, and being more particularly described as Lot No. 180, Section 1, as shown on a plat entitled, "Subdivision of Village Houses, F. W. Poe Mfg. Co., Greenville, S.C.", made by Dalton & Neves, July 1950, and recorded in the S.W.C. Office for Greenville County, S.C. in Plat Book Y at pages 26-31, inclusive. According to said Plat the within described lot is also known as No. 5 Fifth Avenue and fronts thereon 75 feet.

This ^{is} one of the parcels or lots of land conveyed by Fred C. Bates to his wife Carrie Ellen Bates by his will probated Oct. 13, 1977. See Apartment 1486, File 27, Probate Judge's Office, Greenville County S.C.

1/2 (235) 153-4-4 (NOTE)

and execute and deliver a good and sufficient warranty deed therefor on condition that they shall pay the sum of Eleven Thousand, Seven Hundred, fifty (\$11,750.00) Dollars in the following manner: Pay One Thousand (\$1,000.00) January 1, 1983, and the balance as follows; \$125.00 on January 1, 1983 and a like payment of \$125.00 on the First day of each month thereafter until paid in full,

until the full purchase price is paid, with interest on same from date at 15 per cent, per annum until paid to be computed and paid monthly, 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 of dollars for attorney's fees, as is shown by our note of even date herewith. The purchasers agrees to pay all taxes while this contract is in force, all fire insurance in the amount due on the note, and all repairs and upkeep of buildings 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, I shall be discharged in law and equity from all liability to make said deed, and may treat said James and Rebecca Carlton as tenants holding over after termination, or contrary to the terms of this lease and shall be entitled to claim and recover, or retain if already paid the sum of all payments made 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 hands and seals this 1st day of January A. D., 1983.

In the presence of:
E. C. Carmell Carrie Ellen Bates (Seal)
Robert W. Ashmore James A. Carlton (Seal)
Rebecca Carlton

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