

Land Contract

GREENVILLE FILED

KNOW ALL MEN BY THESE PRESENTS: s. James Douglas Vaughn
 have agreed to sell
 to Francis E & Frances Cooper certain lot or tract of
 land in the County of Greenville, State of South Carolina, Tract
 #7, containing 5 Acs. ^{R.M.T.H.P.S.L.E.R.} being a portion of 34.65 acres
 surveyed by J. L. Montgomery, for James Douglas Vaughn
 formerly owned W.B. & Beth M. Spivey. Property located
 on north side of S.C. 154 (old 418) Fairview Township,
 350 Ft. frontage on Rt. #154, 553.5 Ft. N19-13W. S80-2T
 350. S2104E 751.83 As per. Plat dated 7/30/80
 and execute and deliver a good and sufficient warranty deed there
 for on condition that Buyer shall pay the sum of \$12,500.00
 Twelve Thousand Five Dollars in the following manner \$3125.00
 Down, Balance Of \$375.00 to be paid in monthly payments
 of \$146.50 until paid in full. Term of contract (8yrs.)
 until the full purchase price is paid, with interest on same from
 date at 11% per cent, per amortize 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 attorney's fees. The purchaser
 agrees to pay all taxes to seller for said property.

528.4-1-21.2
(23)-50

PURCHASER shall have the right to prepay the unpaid balance at any time without penalty. (2 yrs. from date of this contract)

PURCHASER shall not encumber or pledge for a debt, the propertly described without the written permission of the seller.

PURCHASER futher 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 whatsoever 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 monthly shall be discharged in law and equity from all liability to make said deed, and may treat said BUYER as tenant holding over after termination, or contrary to the terms of land lease and shall be entitled to claim and recover, or retain if already paid the sum of \$3125.00 Down plus \$146.50 dollars per month for rent, or by way of liquidated damages, or may enforce payment of said rate.

In witness whereof James Douglas Vaughn have hereunto set hand and seal this 4th day of August A.D., 1980
 In the presence of: My Commission Expires 3-27-1988

[Signature] (Seal)(Buyer)
[Signature] (Seal)(Buyer)
[Signature] (Seal)(Seller)
[Signature] (Seal)(Seller)

RESTRICTIONS on this contract and said deed as following.

1. All houses or mobile homes to be underpinned.
2. No barns or sheds shall extend beyond front of dwelling.
3. No junk or trash to be visable on property, No junk cars to be left on property more than (60 days).
4. No type business to be operated on property.
5. One swine allowed to lac. confinement.
6. One cow or horse permitted to one ac. confinement.

First Payment Due 9/10/80

STATE OF SOUTH CAROLINA
 SOUTH CAROLINA TAX COMMISSION
 DOCUMENTARY
 STAMP
 TAX
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