

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

GREENVILLE )  
CONTRACT FOR DEED

This contract made and entered into by and between Milford D. Kelly,  
as Trustee, hereinafter referred to as the Seller, and Clinton Carr &  
Linda Carr hereinafter referred to as the Purchaser(s).

WITNESSETH

That for and in the consideration hereinafter expressed, the Seller agrees hereby to sell and convey to the Purchaser and the Purchaser hereby agrees to purchase that parcel of land situate, lying and being in the County of Greenville State of South Carolina, Two acres (2.0) Beginning at a point in the center of Richardson Road, running thence N82-34E 50.1 feet to a point in the center of Richardson Road, thence N83-53E 168.9 feet, thence N73-33E 66.15 feet, thence N52-56E 43.1 feet, thence S25-38E 55 feet, thence S54-26W 191.8 feet, thence S0-05E 149.2 feet, thence S20-22W 156.7 feet, thence (see back)

In consideration for said premises, the Purchaser agrees to pay the Seller a total of Five Thousand Five Hundred (\$9,500) Dollars for said property as follows: Eight Hundred dollars down and balance of Eight thousand Seven Hundred dollars to be paid in 240 equal monthly installments of Ninety Five dollars and Eighty Cents (\$95.80)

which includes 12% interest per annum. Purchaser may pay in full at any time without any penalty whatsoever. This parcel of land is sold subject to existing mortgage. All payments shall be made to Milford D. Kelly, P.O. Box 174, Simpsonville, South Carolina 29681. If a septic tank permit cannot be obtained for this property, all money paid to Seller will be returned to Purchaser, and this contract will be null and void.

It is understood and agreed that the Purchaser will pay all taxes upon said property from and after the date of this contract. Taxes for the current year shall be prorated, and the Purchaser shall pay his portion to Seller by December 1st. The parties understand and agree that there shall be no commercial business located on this property; that there shall be no dwelling on this property that does not have two acres assigned solely to that dwelling; that single-wide mobile homes may not be placed on said parcel of land unless otherwise specified. Seller will install a well and Septic Tank on this property within Six months

18(59) 567.1-1-4.2  
OUT OF 567.1-1-4.1  
Pr. Divided

In the event any due installment is in arrears and unpaid for 60 days, this contract shall, at the option of the Seller, thereupon terminate and any and all payments made by the Purchaser prior thereto, shall be forfeited by the Purchaser to the Seller as rent for the use of said premises and as liquidated damages for the breach of this contract. Purchaser shall comply with all the terms and conditions of this contract and will not utilize the property in violation of any law or statute. Purchaser agrees to keep said parcel of land clean and neat in appearance, i.e., no junked automobiles or machinery shall be placed on lot, and no swine shall be placed or raised on said lot.

Upon the payment of the purchase price set forth above, the Seller does hereby agree to execute and deliver to the Purchaser a good, fee simple, general warranty deed to said property free and clear of all liens or encumbrances except any which may be caused or placed by the Purchaser. In the event of any litigation, the party at fault, as determined by the Court, shall be responsible for the other party's reasonable costs and attorney fees incurred in obtaining enforcement. This contract is binding upon the undersigned and their respective heirs, successors, executors, administrators and assigns.

The Purchaser agrees that no timber shall be cut or severed from the property and sold commercially without the prior knowledge and written consent of Seller. Furthermore, the Purchaser agrees that any improvements made to the property, such as a well, septic tank, road or driveway, etc., shall be promptly paid for by the Purchaser so that the Seller will incur no liability and expense whatsoever. If any mechanic liens or other encumbrances are placed against property by reason of the Purchaser failing or refusing to make payments for same, the Purchaser agrees to indemnify and hold Seller harmless by reason thereof. Any mobile home placed on said property must be underpinned within 120 days of placing.

First payment is due on 15th day of August, 1983, and all other payments are due on 15th day of each month thereafter.

This contract may not be assumed or assigned without prior knowledge and written consent of Seller.

Continued On Opposite Side

0.316

4325 RV.21