

SALES CONTRACT

WOOD HEIGHTS SUBDIVISION

THIS SALES CONTRACT, made at Greenville, S. C. between J. M. WOOD ESTATE, hereinafter called SELLER and RICHARD L. PRENTISS & JUANITA C. PRENTISS, whose address is Lot 2, Woods Heights, Greenville, S.C. hereinafter called BUYER(S).

WITNESSETH:

Seller agrees to sell and Buyer agrees to purchase all that lot of land in Greenville County, S.C. being shown as Lot No. 2 on a plat of WOOD HEIGHTS SUBDIVISION, subject to terms and conditions hereinafter contained at a sales price of \$ 7000.00, which shall be paid by Buyer to Seller as follows: \$ 1000.00 cash as down payment or earnest money deposit, and balance to Seller as follows: \$ 6000.00 in monthly installments of \$ 97.52 each commencing one month from date hereof and continuing monthly thereafter until paid in full. The unpaid balance hereunder shall bear interest at the rate of 12% per annum, and each monthly payment shall be first applied to interest computed as aforesaid with balance to principal.

- 1. Greenville County property taxes have been prorated as of date of this Contract. Buyer covenants to pay all Greenville County property taxes accruing after date of this Contract assessed against the above described property and any improvements hereafter constructed thereon when same become due and payable.
- 2. Buyer covenants and agrees that the sale, use or other disposition of the above property is subject to terms and conditions contained in Restrictive Covenants applicable to WOOD HEIGHTS SUBDIVISION as recorded in the RMC Office for Greenville County.
- 3. Upon payment of all sums due to Seller under the terms of this Contract, Seller shall execute and deliver to Buyer, or his assigns, a good, fee simple warranty deed to the above described property, free of all liens and encumbrances except Greenville County property taxes utility rights of way and easements in blanket form, utility and drainage easements shown on the recorded plat. Seller shall pay costs for the preparation of deed and documentary stamps thereon. All other costs shall be paid by Buyer.

4. In the event Buyer fails to pay the Greenville County property taxes within the time they come due, then Seller may, at its option, pay same and add the costs of such payment to the principal balance due under the terms of the Contract, and be subject to the interest hereinabove provided, or in the alternative, declare this Contract breached and proceed as hereinaft provided.

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If Buyer shall fail to observe or comply with terms and conditions in this Contract on the part of the Buyer to be performed, and if such default continues for ten (10) days after notice from the Seller, Seller may declare this Contract breached and terminated and immediately take possession of the premises without necessity of further legal proceedings whether by foreclosure or otherwise. In such event, all payments therefor made by Buyer shall be retained by Seller as rental for said premises, nonrefundable. In the alternative, Seller may declare due and payable the entire unpaid balance and in the event of such election Seller may have all other rights and remedies provided for by law to Seller of land under a written contract against a buyer thereof who is in default.

5. All words used in the singular shall be construed to include the plural wherever applicable and all words used in the masculine gender shall include the feminine wherever applicable.

The terms and conditions contained herein shall inure to the benefit of and become binding upon the undersigned, their heirs, successors, assigns, executors and administrators. This Contract contains the entire agreement between the parties and may not be changed orally. This Contract shall be construed in accordance with the laws of the State of South Carolina. Any notice herein required may be given by written notice by regular U.S. Mail addressed to the last known mailing address of the applicable party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the 10 day of April, 1964.

IN THE PRESENCE OF:

J. M. WOOD ESTATE (SEAL)

*Jimmy J. Sydney*  
*Robert J. ...*  
AS TO SELLER

BY: *William M. Wood*  
SELLER

*Richard L. Prentiss*  
*Juanita C. Prentiss*  
AS TO BUYER

*Richard L. Prentiss* (SEAL)  
RICHARD L. PRENTISS BUYER  
*Juanita C. Prentiss* (SEAL)  
JUANITA C. PRENTISS BUYER

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