

The State of South Carolina

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COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS: JIMMY C. LANGSTON

have agreed to sell to

PHILIP L. MCGILL

a certain lot or tract

of land in the County of Greenville, State of South Carolina, in the Town of Simpsonville, being shown and designated as Tract No. A on a Plat entitled "Survey for Jimmy Langston," prepared by Freeland & Associates, dated Jan. 24, 1983, and recorded in the RMC Office for Greenville County, SC in Plat Book 9-M, Page 6, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at the joint front corners of Tract A and Tract B on the western side of S. C. Highway No. 14 and running thence along said Highway, S. 0-45 E. 137.5 feet to an iron pin; thence turning and running S. 89-15 W. 185.56 feet to an iron pin; thence turning and running N. 0-45 W. 136.7 feet to a point; thence turning and running N. 89-03 E. 165.6 feet to a point, the point and place of beginning.

(1) The parties agree that other than the requirement to convey this property by fee simple warranty deed should the Purchaser fulfill all requirements of this Bond for Title that no warranties, expressed or implied, are given concerning the property herein. Purchaser agrees to take possession of this property in "as is" condition.

(2) The parties agree that if the payments are not received within 15 days of the date due, such payments when received shall be treated by the parties as rent. and execute and deliver a good and sufficient warranty deed therefor on condition that he shall

pay the sum of SEVENTY-TWO THOUSAND and no/100-----Dollars in the following manner

\$5,000.00 upon the execution of this document, the receipt whereof is hereby acknowledged, the sum of \$5,000.00 due and payable one year from date, the sum of \$2,301.00 due and payable two years from date, and the balance of \$59,699.00 by assumption of mortgage to Lloyd L. Mayfield in the amount of \$22,916.68 and mortgage to Community Bank until the full purchase price is paid, with interest on same from date at ten per cent, per annum on the sum of \$7,301.00

until paid to be computed and paid annually, 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 dollars for attorney's fees, as is shown by my note of even date herewith. The purchaser agrees to pay all taxes 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 Seller shall be discharged in law and equity from all liability to make said deed, and may treat said purchaser as tenant holding over after termination of contract to the terms of xxxxxxxxxxxxxxx lease and shall be entitled to claim and recover, or retain if already paid the sum of Seven Thousand One Hundred Forty-Six and 24/100 (\$7,146.24) 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 13th day of November A.D. 19 83 OUT OF 320-1-11

In the presence of:

Alvin Lamm  
Barbara A. Bolt

Jimmy C. Langston  
Philip L. McGill

(Seal)

(Seal)

in the amount of \$36,742.54.

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