

It is understood that an additional charge will be made, equal to whatever Contractor's additional costs may be, if water, rock, quicksand, or any other obstruction except earth or dry sand is encountered in making the excavations for tanks or lines. After delivery thereof to the Purchaser, the Purchaser assumes all risk for loss or damage to fixtures and equipment.

It is agreed that this contract shall be a lien on the above described real estate to the extent of the amount hereof, and Purchaser does hereby assign, transfer and set over to Contractor so much of the proceeds of any loan or sale of the premises as shall pay the amount hereof or any balance due thereon. This contract contains all agreements, expressed or implied, between the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their Hands and Seals and to the faithful performance hereof do bind themselves, their Heirs, Administrators, Successors and assigns this 4 day of August, 1959.

Witness:

D. L. O'Shields  
Mary James  
\_\_\_\_\_  
\_\_\_\_\_

SEABORN PLUMBING CO.

By: Joseph C. Seaborn (L.S.)  
Contractor

Donald E. Batty (L.S.)  
\_\_\_\_\_  
(L.S.)

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

PROBATE

PERSONALLY APPEARED BEFORE ME D. L. O'Shields

and made oath that he saw the within named Seaborn Plumbing Co. by \_\_\_\_\_

Joseph C. Seaborn, Owner, Contractor, and \_\_\_\_\_

Donald E. Batty, Purchaser, sign, seal and as their act

and deed deliver the within written contract with Lien for the uses and

purposes herein mentioned, and that he with Mary James

witnessed the execution thereof.

SWORN TO BEFORE ME

D. L. O'Shields

this 4 day of August, 1959.

[Signature]  
Notary Public for South Carolina

Recorded August 4, 1959 at 5:18 P. M. #4277