

*In the event the total cost is less than \$28,000.00, the purchase price shall be reduced accordingly.

ANNE BAUMGARDNER, Realtors



REAL ESTATE LOANS INSURANCE APPRAISALS
DIAL CE2-1626

GREENVILLE REAL ESTATE BOARD UNIFORM PURCHASE AND SALES CONTRACT

Greenville, S. C., October 31, 1967

This Contract between Berry's Inc. hereinafter called the Seller, and ~~JOHN M. DEMPSEY~~ Romar, Inc. hereinafter called the Purchaser, witnesseth

That the Seller agrees to sell, and the Purchaser agrees to buy the property hereinafter described for the sum of Seventeen Thousand Five Hundred -

(\$17,500.00) Dollars to be paid as follows: \$10,000.00 cash herewith to be held in escrow by Berry's, Inc. (\$5,000.00 paid upon the signing & \$5,000.00 to be paid within ten days.)

and the balance of \$ 7,500.00 to be paid - see remarks below -

(A building set-back line on the subject property will be the same as the Gulf Service Station and the Kayo Service Station.)

(Seller will have a survey made of this lot and provide the purchaser with two copies of same.)

The Seller agrees to convey the property by good warranty deed, free of encumbrances, liens or assessments on payment of the purchase price as above provided.

Insurance to be prorated or cancelled at option of Purchaser on closing date. Transaction to be closed, taxes, interest and rent (if rented) to be prorated on or before -see remarks below-, 1967. Possession of the premises to be given by -when the deed is delivered-, 1967.

Time is of the essence of this contract. This written Contract embodies the entire agreement between the parties. All commissions are due and payable to Putman & Baumgardner, Realtors, upon the closing of this transaction.

Description of Land: One vacant lot located on the western side of Poinsett Highway. Lot dimensions are: 54' Poinsett Highway X 250' depth, more or less X 175' Hammett Street, more or less X 65.3' X 125', see the attached sketch.

REMARKS In addition to the within sales contract both parties hereto agree to the following. The seller agrees to erect a building on this lot according to plans and specifications as furnished by the purchaser, said building to be used as a car wash business. Seller agrees to spend a maximum of \$25,000.00 for the erection of the building and to spend a maximum of

~~REMARKS~~ \$3,000.00 for fill and blacktopping. Any excess cost over and above a total of \$28,000.00 will be paid by the purchaser. *The building contractor and the construction time will be approved by both parties. Supervision of the erection of this building and blacktopping will be made by the purchaser who will accept same upon completion. Upon acceptance the seller will deliver a deed to the purchaser with a total consideration of \$45,500.00. Seller will carry a first mortgage on this property in the amount of \$35,500.00 for a period of ten years with

H. L. Baumgardner
J. M. Dempsey

Berry's Inc. (L.S.)
J. F. Berry (L.S.)
R. J. Dilloway (L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me H. L. Baumgardner who being duly sworn says that he saw the within named Berry's, Inc. by J. F. Berry, President, and Romar, Inc. by R. J. Dilloway, President sign, seal and as their act and deed deliver the within written Purchase and Sales Contract and that he with J. M. Dempsey witnessed the execution thereof.

SWORN to before me this the 7th day of November, 1967.

Carolyn A. Goffett (L. S.)
Notary Public for South Carolina
My Commission Expires Jan. 1, 1970

H. L. Baumgardner