

GREENVILLE, CO. S. C.

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APR 7 4 43 PM '71

The State of South Carolina
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

KNOW ALL MEN BY THESE PRESENTS: Evelyn B. Rowland has
agreed to sell to

B. F. Smith and Judy W. Smith a certain lot or tract

of land in the County of Greenville, State of South Carolina, land, with the buildings and improve-
ments thereon, situate, lying and being near the City of Greer, in the County of
Greenville, State of South Carolina, being known and designated as Lots 16 and 17,
on Plat of Property of B. J. Burnett, which plat is recorded in the RMC Office for
Greenville County, South Carolina, in Plat Book B, Page 81, and having, according
to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Old Highway No. 14 (Mostella Road) at the
joint front corner Lots 15 and 16, and running thence S. 60-10 W. 397.5 feet to an
iron pin; thence N. 64-45 W. 116 feet to an iron pin in the line of Lot 4; thence
along the line of Lot 4, N. 8-39 E. 200 feet to an iron pin; thence N. 63-09 E.
238 feet to an iron pin; thence S. 83-35 E. 75 feet to a point in the center of
Highway 14; thence through Highway 14, S. 46-10 E. 100 feet, and continuing through
Highway 14, S. 37-43 E. 100 feet to an iron pin, the point of beginning.

Seller agrees to be responsible for and to pay the monthly payments on the first
mortgage due to Collateral Investment Company until such time as the difference
between \$14,350.00 and the balance due on the mortgage to Collateral Investment
Company in the amount of \$12,174.13 has been paid.

and execute and deliver a good and sufficient warranty deed therefor on condition that they shall
No/100

pay the sum of Fourteen Thousand Three Hundred Fifty & Dollars in the following manner
\$400.00 as down payment and \$123.00 per month commencing April 1, 1971 and
\$123.00 on the first day of each and every month thereafter until paid in full.

until the full purchase price is paid, with interest on same from date at Seven (7%)
per cent, per annum
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 proceed-
ings of any kind, then in addition the sum of Fifteen (15%) per cent dollars for attorney's fees, as is
shown by their 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 it shall be discharged in law and equity from all liability to make said deed, and may
treat said B. F. Smith and Judy W. Smith as tenant holding over after termination,
or contrary to the terms of said lease and shall be entitled to claim and recover, or retain if
already paid the sum of One Hundred Twenty-Eight & No/100 dollars per month 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 6th
day of April A. D., 1971.

In the presence of:

Jerry M. Kinney Evelyn B. Rowland (Seal)
Edward B. Harmon B. F. Ginter (Seal)
Judy W. Smith (Seal)