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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

AGREEMENT TO BUY AND SELL REAL ESTATE AND PERSONAL PROPERTY

THIS AGREEMENT made and entered into on this 2 day of September 1971, by and between Nelle R. Livingston, hereinafter called "Seller", and Jackie B. Smith and Margie A. Smith, hereinafter called "Purchasers", whereby it is agreed as follows:

The Seller agrees to sell and the Purchasers agree to purchase the following described real estate and personal property located in the County of Greenville, State of South Carolina, to wit:

> All that certain piece, parcel, or lot of land in the County of Greenville, State of South Carolina, on the easterly side of Fork Shoals Road, being shown and designated as Lot No. 46, on plat of Lynndale Subdivision, and one (1) 1968 12' x 62' Schevelle Mobile Home Serial No. 612-0788, now located on said lot.

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That the sales price for the property hereinabove described is Ten Thousand Five Hundred and No/100 (\$10,500.00) Dollars, to be paid as follows:

> Six Hundred and No/100 (\$600.00) Dollars heretofore paid: and Nine Thousand Nine Hundred and No/100 (\$9,900.00) Dollars balance payable to Nelle R. Livingston in one hundred eight (108) equal monthly payments of One Hundred Twenty-Eight and 89/100 (\$128.89) Dollars each, said payments to commence on October 1, 1971, and continuing on the 1st day of each and every month thereafter until paid in full, said payments to include interest at the rate of eight (8%) per cent per annum. In addition to the above sums the Purchasers will reimburse the Seller annually for any disbursements for taxes. Adequate insurance will be provided by the Purchasers, at Purchasers' expense, and the interest of the Seller will appear on such policy or policies.

The Purchasers are to have possession of the premises during the continuance of this Agreement. Provided, however, should the Purchasers fail to promptly pay any of the amounts due hereunder the Seller may treat the amounts paid as liquidated damages, and at Seller's option may declare the contract null and void and of no effect.

(Continued on next page)

LAW ΑT

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SIDNEY