COUNTY OF GREENVILLE

CONTRACT OF SALE

ACREEMENT made and entered into by and between Emma R. Mackey, hereinafter referred to as the Seller and Bessie B. Ridgeway and Patricia Ridgeway Fisher, hereinafter referred to as the Buyers.

WIINESSETH:

That for and in consideration of the sum of One (\$1.00) Dollar, the receipt of which is herein acknowledged, the Seller agrees to sell to the Buyers, the following described property:

> "ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, at the corner of the intersection of Summer Street and Arlington Avenue, in the City of Greenville, shown as Lot 5, Block 3, page 78 of the City Block Book and being more particularly described as follows: BEGINNING at an iron pin at the corner of Summer Street and Arlington Avenue, and running thence with the Northeast side of Arlington Avenue, 145 feet, more or less, to a pin; thence in a line parallel with Summer Street in a Northerly direction, 70 feet to a pin; thence in a Westerly direction and parallel with Arlington Avenue, 145 feet, more or less, to a pin on Summer Street; thence with the Southern side of Summer Street, 70 feet to the point of PECONNING, this being the some property. 70 feet to the point of BEGINNING; this being the same property conveyed to seller by Catherine M. Hendrix, by deed dated April 7, 1967, of record in Book 817, at page 332, in the R.M.C. Office for Greenville County, South Carolina.

The parties hereto have agreed to the following terms and conditions:

- 1. The parties herein agree that the total purchase price or consideration to be paid for the above described property is Twenty-Two Thousand Two Hundred (\$22,200.00) Dollars. Buyers are paying the sum of Two Thousand (\$2,000.00) Dollars to seller with execution of this agreement, with the balance of Twenty Thousand Two Hundred (\$20,200.00) Dollars payable in monthly installments. Seventy-Five (\$75.00) Dollars is to be paid on or before November 15, 1973, and payments of One Hundred Fifty (\$150.00) Dollars each and every month thereafter payable on the 1st of each month beginning December 1, 1973, until paid in full. The parties have agreed that no interest shall be charged over the life of this agreement. By agreement of the parties, all payments shall be made to Smith and Bowle, Attorneys, Easley, S.C., they to disburse said funds in payment of mortgages over said property in favor of Fidelity Federal of Greenville, South Carolina, and Sarah H. Moore of Easley, S.C., and further to apply any surplus to indebtednesses of the seller as they see fit.
- 2. The Buyers agree to pay all insurance and taxes. The buyers agree to maintain coverage in the minimum amount of Twenty-Four Thousand (\$24,000.00) Dollars. With failure of the buyers to pay the insurance and taxes, seller shall have the right to pay same and charge same back to buyers.
- 3. Upon payment of one-third (1/3) of the principal amount due, the seller will execute and deliver to the Buyers a good and sufficient warranty deed to the above property, and the buyers agree to execute a first real estate mortgage in favor of the seller for the balance of the principal owing, payable under the same terms and conditions that are contained in this contract. The Buyers agree to pay costs of the contract and mortgage.
- 4. The buyers are given right of possession of the premises with execution of this agreement, with the attendant right to improve same at their own expense.
- It is mutually agreed that time is of the essence in this agreement and that if the payments as outlined above are not made when due, the seller shall be discharged in law and equity to execute a deed to the premises to the buyers and may treat the buyers as tenants holding after termination or contrary to the terms of this agreement and shall be entitled to claim and recover or retain any money paid or improvements made to the premises by virtue of liquidated damages.