LAND CONTRACT

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This contract that entered to as FIRST PARTY and VIOLA ALSTON hereinafter referred to as SECOND PARTY hereby buys from FIRST PARTY, subject to the conditions hereinafter set out the following described premises:

> ALL that piece, parcel or lot of land, lying, being and situate in the County of Greenville, State of South Carolina, near the Town of Fountain Inn, being shwon and designated at Lot 10 on a plat entitled "Howard Heights Subdivision" prepared by J. R. Crawford, R.L.S., dated November, 1961, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the edge of an unnamed street, said point being the joint front corner of Lots 9 and 10 and running thence along the joint property line of Lot 9 N. 54-45 W. 155 feet to a point, said point being the joint rear corner of said Lots 9, 10 and Lots 22 and 23 running thence along the joint property line of Lots 22 S. 23 - 45 W. 78 feet to a point; said point being along the joint property line of Lot 11 S. 55-30 E. 155 feet to a point in the edge of said unnamed street; running thence along the edge of said unnamed street N. 33-45 E. 75 feet to the point of beginning.

There being two lots 10 designated on the above referred to plat, this Lot 10 is located east of the paved county road from Fountain Inn to Simpsonville.

In consideration of \$10.00 paid by SECOND PARTY as earnest money, and as a part of the purchase price, receipt of which is hereby acknowledged this contract is made binding on both parties. When FIRST PARTY shall offer to deliver to SECOND PARTY a warranty deed free and clear of all encumbrance except as stated herein, being NONE the SECOND PARTY shall, within ten years thereafter pay for the property \$1,500.00 in equal installments as follows: \$15.00 per month each and every month until total sum is paid in full, first of such installments commencing October 1, 1980. Deed shall be made to: VIOLA AUSTON.

IT IS FURTHER MUTUALLY AGREED, IF SECOND PARTY fails to carry out the provisions and terms of this agreement, she shall forfeit the above amount advanced as earnest money as liquidated damages for breech of contract.

Subscribed and sworn to before me this 3rd day of September, 1980. My commission expires 5-33-90.

Notary Public

W

O.

And the second second