

JUN 3 1 15 PM 1965

OLLIE FARNSWORTH
R. M. C.

33910

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

CONTRACT OF PURCHASE AND SALE

This contract and agreement is made at Greenville, South Carolina, this 13th day of April, 1965, by and between J. C. Abercrombie, party of the first part, hereinafter called seller, and Dendy E. Banks and James B. Banks, parties of the second part, hereinafter called the buyers.

The seller has agreed to sell to the buyers and the buyers have agreed to buy from the seller the following described real estate:

All that lot of land in Gantt Township, Greenville County, State of South Carolina, on the South side of High Valley Boulevard, near the City of Greenville, shown as a portion of lot 3 on plat of Poplar Valley, made by J. C. Hill, Surveyor, November 11, 1949, recorded in the R. M. C. Office for Greenville County in Plat Book V at Page 97 (also shown on Plat 2, Section 1 of Fresh Meadow Farms, recorded in Plat Book Y at Page 55), and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeast corner of the intersection of High Valley Boulevard and Murrell Road (shown on said plat as a 40 foot unnamed street), and running thence with the South side of High Valley Boulevard N. 56-21 E. 200 feet to an iron pin; thence S. 16-25 E. 154.5 feet to an iron pin; thence S. 87-50 W. 216 feet to an iron pin on the East side of said 40 foot unnamed street; thence along east side of said street, N. 2-15 W. 46.7 feet to the beginning corner. Being the same premises conveyed to the grantor by R. T. Demsey by deed recorded in Volume 494 at page 37 in the R. M. C. Office for Greenville County.

This property is subject to restrictions recorded in Deed Book 289 at page 8.

The parties have agreed that the consideration for the sale shall be the sum of Four Thousand Five Hundred (\$4,500.00) Dollars. In consideration of the transfer to him of a boat and trailer having an agreed value of Five Hundred (\$500.00) Dollars at and with the signing of this contract, the seller hereby agrees that the balance of Four Thousand (\$4,000.00) Dollars is payable as follows: Fifty (\$50.00) Dollars to be paid on the 15th day of April, 1965, and \$50.00 on the 15th day of each and every month thereafter for a period of twenty (20) months and upon the 15th day of the 21st month hereafter the entire balance of Three Thousand (\$3,000.00) Dollars shall be due and payable.

The buyers agree to pay interest at the rate of 5 1/2% per annum. Interest shall be computed at the end of each three months and paid upon the balance then owing, said interest payments to be made in addition to the \$50.00 monthly payments hereinabove agreed upon.

The seller covenants and agrees that upon the buyers' completing the payments as above set out he will deliver to the buyers a deed conveying a good and marketable title in fee simple free of all encumbrances and with dower released thereon.

The seller further agrees that should the buyers be unable to make the final payment of Three Thousand (\$3,000.00) Dollars above agreed upon at the time required, then the seller will agree to enter into a new contract of purchase and sale with the buyers making alterations with respect to the method of payment of the \$3,000.00 balance.

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