

JUL 26 3 10 PM '74

STATE OF SOUTH CAROLINA

DONNIE S. TANKERSLEY
R.M.C.

LAND SALES CONTRACT

COUNTY OF GREENVILLE

THIS AGREEMENT entered into between Douglas G. and Brenda F. Davis, hereinafter called PURCHASER, and Jerry K. Hollingsworth, hereinafter called SELLER.

The Purchaser agrees to purchase and the Seller agrees to sell to Purchaser that home and lot known as Lot #17 Fortner Street and recording in Block Book of Greenville County as Sheet 135 following amount according to the following schedule:

Total Purchase Price	\$4,500.00
Cash deposit (receipt acknowledged)	\$500.00
and the balance of	\$4,000.00

shall be paid in equal monthly installments of \$81.11 beginning on the 1st day of December, 1972, and an equal amount on the same day of each month thereafter until paid in full, together with interest on the unpaid balance at the rate of 8% per annum to be computed and paid monthly, each payment to be applied first to interest and the balance to reduction of principal, with privilege in the Purchaser to anticipate payment of principal on any payment date without penalty.

Upon payment in full of the amount above specified and upon the terms herein contained, the Seller will convey to Purchaser fee simple title to the described property, free of liens and encumbrances, except for restrictive covenants which are recorded in the Office of Clerk of Court, Greenville County and rights-of way and easements of record and as shown upon the subdivision plat.

If the purchaser should fail to comply with the terms of this Agreement or should fail to make payment as herein provided, Seller may declare this contract breached and any payments theretofore made by Purchaser on account hereof shall be retained by Seller as liquidated damages suffered by Seller because of the withdrawal of this property from the market for that period, expenses in connection with this sale and rental for the land. This agreement shall be thereupon terminated and all parties shall be thereafter discharged from liability hereunder.

Taxes shall be pro rated as of the date of this contract and Purchaser agrees to promptly pay all taxes during the term of this Agreement. If the Purchaser fails to pay all taxes when due, the Seller reserves the right to pay the taxes and add the amount so paid to the balance of the contract and the Purchaser agrees to pay the Seller the amount of the taxes within thirty (30) days after notification by the Seller that the taxes were paid by the Seller. This contract contains the entire Agreement and may not be changed orally. There shall be no express or implied warranties other than those contained herein.

Insurance is to be maintained and paid by Purchaser with loss payee clause to be made both to Purchaser and Seller.

WITNESS out hands and seals this 18th day of November 1972.

In the Presence of:

James A. Trammell

James A. Trammell

Jimmy G. Manos

Douglas G. Davis (SEAL)
Purchaser

Brenda F. Davis (SEAL)
Purchaser

Jerry K. Hollingsworth (SEAL)
Seller

by James A. Trammell, Agent

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me James A. Trammell and made oath that he saw the within named Douglas G. Davis & Brenda F. Davis sign, seal and as his her their act and deed, deliver the within instrument, and that he with Jimmy G. Manos witnessed the execution thereof.

Sworn to before me, this 25th
day of JULY A.D., 1974

Nelson L. Brown (SEAL)
Notary Public, S.C.

MY COMMISSION EXPIRES MAY 5, 1981

James A. Trammell
1st Witness

RECORDED JUL 26 '74 2619

0978

4528 RV-2