



WESTERN CAROLINA REAL ESTATE

Route 3, Highway 25, Travelers Rest, South Carolina 29690 • 834-7260

1010-109

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AGREEMENT OF SALE

THE RAINES CORPORATION OF GREENVILLE

HAROLD L. ATKINS of 100 Sewanee, Greenville, S.C. 244-4929

hereinafter called the Purchasers, agree to the following terms and conditions:

1. That the Sellers will sell to the Purchasers and the Purchasers will purchase from the Sellers the following as described:

Lot# 11, Eagle Rock at River Falls totalling 4.7 acres, more or less.

2. The Purchasers will pay to the Sellers the following consideration as set herein:

EITHER: The CASH price of \$ 4,700.00 or the TIME price of \$ 6,551.56 in the manner and method set forth hereinafter

Table with 2 columns listing financial details: 1. CASH Price \$ 4,700.00, 2. Cash Down payment \$ 124.56, 3. Unpaid Balance of Cash Price \$ 4575.44, 4. Closing costs \$ 100.00, 5. Amount financed \$ 4,575.44, 6. FINANCE CHARGE \$ 1,751.56, 7. Total of Payments \$ 6,327.00, 8. Deferred Payment Price \$ 6,551.56, 9. ANNUAL PERCENTAGE RATE 9% Simple, 10. Amount of Payment \$ 105.45 each

Payments to be made in SIXTY equal MONTHLY installments over a period of FIVE (5) (years) beginning 1 March 19 75

3. PURCHASERS shall pay upon execution hereof the sum of \$ 124.56 and the balance of the cash down payment on or before n/a 19. Payments to be made as set forth in the above schedule will commence on 1 March 19 75 until the entire Total amount of payments is paid.

4. TITLE to the above described real property and to any improvements that may be constructed thereon shall remain in the name of the Sellers until all amounts due hereunder, and any amounts hereinafter financed by the Sellers for the account of the Purchasers shall have been paid in full.

5. SELLERS and PURCHASERS further agree that time of payment shall be of the essence of the Agreement, and that this Agreement, including all instruments referred to herein, constitutes the only Agreement between them.

6. When PURCHASERS have paid all amounts due hereunder, and any amounts hereafter advanced by the Sellers for the account of the Purchasers, Sellers shall convey the real property to Purchasers by good and sufficient Warranty Deed.

7. If PURCHASERS fail to make the payments herein provided or fail to perform any other covenant to be performed by Purchasers, and such default shall continue for a period of sixty (60) days, Sellers may, in addition to any other rights in law or equity: a. Without notice or demand declare this Agreement to be terminated.

8. PURCHASERS will pay to Sellers all costs and expenses, including reasonable attorney's fees, incurred by Sellers in enforcing any provision hereof.

IN WITNESS WHEREOF, the parties hereunto affix their signatures, this the day of 11 February 1975

Witness signatures for Purchaser, Seller, and Agent.

Harold L. Atkins (L.S.) PURCHASER
THE RAINES CORPORATION OF GREENVILLE
Douglas M. Rains (L.S.) SELLER
AGENT (L.S.)

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