

VOL 1045 PAGE 291

The State of South Carolina

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
OCT 28 1 05 PM '76
CORNELIUS TANKERSLEY
R.M.C.

KNOW ALL MEN BY THESE PRESENTS: LINDA L. LINDSEY

has ~~have~~ agreed to sell to

JOE E. PHILLIPS

a certain lot or tract

of land in the County of Greenville, State of South Carolina, ALL that piece, parcel or lot land, with all buildings and improvements thereon, situate, lying and being on the eastern side of the Old Piedmont Road (Old U.S. Highway 29) in Greenville County, South Carolina, being shown and designated as Lot No. 4 and the rear portion of Lot No. 5 on a plat of the property of J. E. HARMON, made by Dalton & Neves, Engineers, dated May, 1941, recorded in the RMC Office for Greenville County, S. C., in Plat Book L, page 153, and also being a portion of Tract No. 12 of the PROPERTY OF E. A. SMYTHE, as shown on a plat recorded in the RMC Office in Plat Book D, page 170, and having according to the first mentioned plat the following metes and bounds, to-wit:

011288

BEGINNING at an iron pin on the Eastern side of Piedmont Highway at the corner of property now owned by Lindsey Builders, Inc., and running thence along the eastern side of said Highway, S. 3-08 W., 104 feet to an iron pin at the corner of Lot 3; thence with the line of Lot 3, S. 71 E., 230 feet to an iron pin in the line of Lot 5; thence continuing in a straight line through Lot 5, S. 71 E., 75 feet, more or less, to a point in line (OVER) and execute and deliver a good and sufficient warranty deed therefor on condition that he shall

pay the sum of FORTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-FIVE AND 04/100 Dollars in the following manner

Equal monthly installments of Seven Hundred Ninety-Two and 90/100

150M

(\$792.90) Dollars per month beginning November 1, 1976 and continuing until paid in full.

until the full purchase price is paid, with interest on same from date at _____ per cent, per annum until paid to be computed and paid annually, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition the sum of _____ dollars for attorney's fees, as is

shown by _____ note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force. The purchaser shall be entitled to any and all rentals derived from said property or improvements thereon.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due _____ shall be discharged in law and equity from all liability to make said deed, and may treat said _____ as tenant holding over after termination, or contrary to the terms of _____ lease and shall be entitled to claim and recover, or retain if already paid the sum of _____ dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, I _____ have hereunto set my hand and seal this 28th day of October _____ A. D., 1976

In the presence of:

[Signature] _____ (Seal)
[Signature] _____ (Seal)

0280

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