

GREENVILLE CO. S. C.

APR 18 12 15 PM '78

DONNIE S. TANKERSLEY
R.M.C.

Vol 1078 Page 950



G. DON POORE COMPANY - Real Estate

209 East Stone Avenue - Suite 103 • Greenville, South Carolina 29609 • Phone: 271-3194

PURCHASE AND SALES CONTRACT

Greenville, South Carolina, April 27 1978

This contract between Nancy T. Benjamin
hereinafter called the Seller and Thomas Edward and Leigh Ann W. Davis
hereinafter called the Purchaser, witnesseth:

That the Seller agrees to sell and Purchaser agrees to buy the property hereinafter described for the sum of Twelve hundred and fifty and 00/100 dollars per acre for five(5) acres (\$6,250.00 total)

Sale Price	\$ <u>6,250.00</u>	
Under Payment (if any)	\$ <u>300.00</u>	receipt which is hereby acknowledged
Balance due	\$ <u>5,950.00</u>	

To be paid in the following manner: Down payment of \$1,250.00 and balance of \$5,000.00 to be financed for five(5) years with a monthly payment of \$101.39 with interest included at 8% due on the first of each month beginning 6/1/78. Late charge of \$5.00 if payment not made by the 7th day of each month.

The under payment referred to above to be held in escrow by G. Don Poore Co., Trust Account.

The Seller agrees to convey the property by good warranty deed, free of encumbrances, liens or assessments on payment of the purchase price as above provided, subject to existing easements, rights-of-way, restrictions, and zoning ordinances provided such do not render title unmarketable, or the property unusable for the purpose intended. Insurance to be procured or cancelled at option of Purchaser on closing date.

Transaction to be closed, taxes, interests and rents (if rented) to be prorated on or before April 30 1978
Possession of the premises given by April 30 1978

It is expressly agreed that upon the event of any default or failure on the part of the purchaser to comply with the terms and conditions of this contract, that one-half of said under payment is to be paid to G. Don Poore Co. not to exceed the commission due and the remaining portion of said escrow shall, at the option of the seller, be paid to the seller as liquidated damages. G. Don Poore Co is hereby acting as broker and will not be responsible for any expressed or implied warranties or representations made by any parties pertaining to above described property.

Time is of the essence of this contract. This written contract embodies the entire agreement between the parties. This is a legally binding contract. If not understood, seek competent advice. **All previous contracts between the parties are null and void.**

Description of Land Property located on Terry Road, Greenville County, S. C., more specifically identified in the County Block Book, Page 568.1, Block 1, part of lot 4, being a five(5) acre tract as surveyed by T. H. Walker, Jr., RLS # 3182.

Remarks Purchasers to have free anticipation privileges to pay off entire balance at any time. If Purchasers are in default in terms of this agreement Seller may declare this contract null and void and all monies paid be retained by Seller as liquidated damages. Seller to pay all property taxes until deed is delivered except Purchaser to pay all taxes increased due to improvements. Deed to be delivered upon payment of full purchase price.

In the presence of
Donnie S. Tankersley (L.S.)
Thomas Edward Davis (L.S.)
Leigh Ann W. Davis (L.S.)
Nancy T. Benjamin (L.S.)

We recommend that your attorney examine the title on the above described property.



4328 RV-2

COCTO - 11-10-78
1054
1.59001