

STATE OF SOUTH CAROLINA) S.C.
COUNTY OF GREENVILLE) MAY 1979
GREENVILLE)
SHERIFF)
CLERK)

1-714-686-2269

VEL 1113 PAGE 834

CONTRACT OF SALE

RECEIPT IS HEREBY ACKNOWLEDGED OF THE SUM OF: May 31, 19 77

Two Hundred Forty-Nine and 63/100 -----

From J. R. Elmore, Jr. and Merle Elmore Dollars (\$ 249.63)

as a deposit on account of the purchase price of the following described property upon the terms and conditions as stated herein.
DESCRIPTION OF PROPERTY: That lot, piece, or parcel of land situated in GREENVILLE
County, State of South Carolina.
House and lot located at 104 Davenport Ave., Greer, SC

PURCHASE PRICE: Thirty-One Thousand and no/100 -----
Dollars (\$ 31,000.00)

TERMS AND CONDITIONS OF SALE: Purchaser agrees to pay \$249.63 per month for 25 years @ 8 1/2 % Interest. Purchaser also agrees to pay insurance and taxes as long as he has possession of the property and to take title to the property at the convenience of the owner. Seller will give Bond for Title.

Owner to leave drapes and shutters inside to remain.

Possession of said premises will be given purchaser on or before August 1, 1977
Taxes, rents, and rent securities shall be pro-rated

Seller agrees to deliver premises at time of closing with all fixtures in good working condition and further agrees to assume risk of any and all damage to above described premises prior to closing of this transaction or possession, whichever occurs first, ordinary wear and tear excepted.

Said property is being sold and purchased subject to zoning ordinances and regulations; building restrictions; and conditions, restrictions and easements of Public Record.

Seller agrees to deliver a good and marketable or insurable owner's title to the property above described and title is to be conveyed by a good and sufficient warranty deed with dower renounced free and clear of all encumbrances except as herein set forth. Seller shall pay for state and county documentary stamps and preparation of deed. Purchaser agrees to notify seller in writing of any defects in title as soon as reasonably possible and if title proves to be not good and marketable or insurable, the seller is to make title good and marketable or insurable and shall have a reasonable time from notification so to do.

This transaction shall be closed, the balance of the moneys due shall be paid, and all documents signed by the parties hereto on or before August 1, 1977

The deposit is to be held in escrow by the undersigned broker pending closing. 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 deposit is to be paid to said broker 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.

The parties hereto further agree that this written contract expresses the entire agreement between the parties, and shall be enforceable by either by specific performance, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

This contract shall be binding on both parties, their principals, heirs, personal representatives, or assigns. It is agreed that the listing broker in this transaction is Cecil W. McClimon, Realtors and the selling broker in this transaction is McClimon-Hill, Inc., Realtors.

The undersigned jointly and severally agree to purchase the above described property on the terms and conditions stated in the foregoing instrument.

WITNESSES:

PURCHASERS: J. R. Elmore, Jr. and Merle Elmore

Cecil W. McClimon
McClimon-Hill, Inc.

J. R. Elmore, Jr. (SEAL)
Merle Elmore (SEAL)



This is a legally binding contract. If not understood, seek further advice.
The printed matter in this form approved by South Carolina Association of Realtors

Form No. 1-A—Copyright Pending 9/18/69

(CONTINUED ON NEXT PAGE)

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