

GREENVILLE CO. S.C.

DEC 3 8 14 AM 1963

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CLERK OF COURTH
R.M.C.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

CONTRACT FOR DEED

THIS AGREEMENT made and entered into this 21st day of November, 1963 by and between Chestnut Hills, No. 1, Inc., Greenville County, South Carolina, hereinafter called the Seller and John C. Cothran of Greenville, South Carolina, hereinafter called the Buyer, witnesseth: .

The Seller hereby contracts and agrees to sell to the Buyer, and the Buyer hereby agrees to buy, at the price and upon the terms hereinafter set forth, the following described lots situated in the County of Greenville, State of South Carolina, to-wit: Lots Nos. 62, 63, 69, 71, 72, 73, 81, 83, 89, 93, 144 and major portion of Lots 74 and 75 as shown on plat of Chestnut Hills, Inc. which is duly recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book QQ, at page 83, reference to which is hereby made; and the said property is sold and shall be conveyed subject to restrictions as recorded in R. M. C. Office for Greenville County, South Carolina.

The major portions of Lots 74 and 75 referred to above shall be understood to consist of the front portion of Lot 74 extending back 150 feet on each side from the front lot line, and the front portion of Lot 75 extending back 150 feet on the joint line of Lots 74 and 75 and 130 feet on the joint line of Lots 75 and 76 from the front property line.

In addition to the foregoing lots the Seller agrees to convey to the purchaser a right of way for installation and maintenance of a sewer line for the use and benefit of Lots 62 and 63, this right of way to be across that portion of Lot 61 which lies more than 100 feet from the front line of Lot 61, and to be not more than 10 feet in width; and the Buyer shall, within two weeks after request of the Seller, definitely establish and fix the precise location of said right of way within the rear portion of said Lot 61.

The Seller further agrees to convey to the Buyer a right of way for installation and maintenance of a sewer for the benefit of Lots 73, 74 and 75 across the rear portion of Lots 74 and 75 retained by the Seller; said right(s) of way to be 10 feet in width; and the Buyer agrees to definitely fix and establish the exact location of said right(s) of way within two weeks after request by the Seller that he do so.

In the event the Buyer fails to fix a location for any right of way within the time specified, then the Seller shall have the right to fix said right of way at the Buyer's expense, and at the location the Seller (in good faith) deems convenient to the parties.

It is further agreed that the Seller shall convey the above sewer rights of way to the Buyer at the times their precise location is determined by survey.

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