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BOOK 767 PAGE 521
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OLLIHUGUENIN & DOUGLAS
1620 E. WASHINGTON ST.
GREENVILLE, S. C.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

This agreement made at Greenville, S. C. on the day and year hereinafter mentioned, witnesseth, that N. D. H. Co., of Greenville, South Carolina, hereinafter designated as Seller, hereby agree to sell and convey to Thomas Aulton Smith and Bernie G. Smith hereinafter designated as the Buyer and the Buyer agrees to purchase upon terms and conditions hereinafter expressed, Lot No. 3, Chisolm Trail, Parkins Lake Development No. 2

The Buyer agrees to pay to the Seller for the said lot the sum of FIVE THOUSAND AND NO/100 dollars (\$ 5,000.00), payable One Hundred and no/100 dollars (\$ 100.00) in cash, receipt of which is acknowledged, and \$900.00 to be paid on or before Jan. 25, 1965 and Seventy Seven and 34/100 dollars (\$ 77.34) or more per month, on or before the 1 day of each month and for each and every successive month until the purchase price is paid in full, with interest at the rate of six (6%) per cent per annum, upon the deferred installments of the purchase price at N. D. H. Co., (from Feb. 1, 1965)

The following are the terms and conditions of this contract, referred to in paragraph one hereof: Jan. 11, 1965

First: All regular taxes and installments of assessments (should any be due) to be pro-rated as of Jan. 11, 1965
Second: When the purchase price and all assessments (should any be levied) and taxes and interest at the rate of six (6%) per cent per annum on the deferred installments of the purchase price have been paid, the Seller will deliver to the Buyer a warranty deed conveying said lot in fee simple, free and clear of all encumbrances, excepting such as the Buyer may have incurred or suffered to become a lien thereon.

Third: If any assessments be not paid when due, or if the monthly payments be more than thirty days delinquent, the Seller may at his option either declare the entire purchase price due and collectible or may rescind this contract to sell and convey and take possession of the premises at his option, or may exercise such options successively, and in the event of such rescission, all payments theretofore made by the Buyer shall be taken and retained by the Seller, not as a penalty, but as and for rent and for liquidated damages for the breach of this contract. Failure and delay to exercise this option, or either or both of them, at the time of default, shall not be or operate as a waiver of the right to exercise such option at any time thereafter, and exercise of the option to declare the entire purchase price due and collectible shall not preclude the Seller from thereafter rescinding the contract as hereinabove provided.

Fourth: It is agreed that time is of the essence of this contract and that a letter addressed to the Buyer at 109 Carolina Ave. Greenville, S. C. shall be sufficient notice of the exercise of said option.

Fifth: In case the Buyer should desire to build before the said lot is fully paid for, the Seller may issue a written permit to erect a building. In case the Buyer places any building on said lot before the same is fully paid for, without such written consent of the Seller endorsed thereon, any attempted sale, transfer or assignment without such consent, shall be void. In the event of a sale, transfer or assignment, with such consent, the purchaser from the Buyer shall succeed to all rights, title and liabilities of the Buyer thereunder.

Sixth: This lot is for residence purposes only. The restrictions recorded in the R. M. C. office for Greenville County, shall apply and no part of said dwelling shall be nearer the line of said lot than shown on set-back lines for said lot on above referred to plat. (50 feet)

Seventh: It is understood and agreed that the deed to be delivered by the Seller to the Buyer may contain a full expression of the restrictions and covenants with respect to the use of said lot, such restrictions in the deed to be not in conflict, however, with the provisions of this contract.

Eighth: It is agreed that the seller will install adequate water lines and pave the street in front of this lot, as soon as reasonably possible, after approval by the local governmental agencies but it is expressly understood that no definite completion date is promised.

Ninth: It is further agreed and understood that the Seller shall not be bound by any statement, agreement or representations not herein contained, and furthermore said Buyer agrees and covenants that he has not any agreement or understanding of any kind or nature in regard to said lot not herein contained. The conditions and provisions of this contract shall be binding on the parties to this agreement and their heirs, executors, administrators, assigns and personal representatives.

Executed at Greenville, South Carolina, this 11 day of Jan., 19 65

Witness: N. D. H. CO. L.S.

Mary K. Moore L.S.
As to Seller

Thomas A. Smith L.S.
Buyer

Nell Mae Watson L.S.
As to Buyer

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