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WESTERN CAROLINA REAL ESTATE

Route 3, Highway 25, Travelers Rest, South Carolina 29690 • 834-7260
GREENVILLE CO. S.C.

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1974
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DOUGLAS M. RAINES
SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AGREEMENT OF SALE

DATE: 31 AUGUST 1974

DOUGLAS M. RAINES AND MARCIA C. RAINES OF 11 CASON STREET, TAYLORS, S.C. 29687.

hereinafter called the Sellers, and

EDWARD D. BENAVIDEZ AND ELEANOR E. BENAVIDEZ OF 6 BELVUE ROAD, GREENVILLE, S.C.
PHONE 244-4786

hereinafter called the Purchasers, agree to the following terms and conditions:

1. That the Sellers will sell to the Purchasers and the Purchasers will purchase from the Sellers the following as described: Lot # 4
Of Goodwin Bridge Estates totalling 5.05 acres, more or less.

2. The Purchasers will pay to the Sellers the following consideration as set herein:
EITHER: The CASH price of \$ 5500.00, or the TIME price of \$ 7681.60
in the manner and method set forth hereinafter:

1. CASH Price \$ <u>5500.00</u>	4. Closing costs \$ <u>100.00</u>
2. Cash Down payment <u>1500.00</u>	5. Amount financed \$ <u>1000.00</u>
\$ <u>1500.00</u> Today	6. FINANCE CHARGE \$ <u>2081.60</u>
\$ _____ due on _____	(Time-Price Differential)
\$ _____ 19 _____	7. Total of Payments \$ <u>6081.60</u> (5+6)
Total Cash Down Payment:	8. Deferred Payment Price
\$ <u>1500.00</u>	(1+4+6) \$ <u>7681.60</u>
3. Unpaid Balance of Cash Price:	9. ANNUAL PERCENTAGE RATE <u>9%</u>
\$ <u>4000.00</u>	10. Amount of Payment \$ <u>50.68</u> each
Payments to be made in <u>120</u> equal <u>Monthly</u> installments over a period of <u>Ten</u>	
(<u>10</u> years) beginning <u>15 November 74</u>	

3. PURCHASERS shall pay upon execution hereof the sum of \$ 1500.00 and the balance of the cash down payment on or before 15 November 1974. Payments to be made as set forth in the above schedule will commence on 19 74 until the entire Total amount of payments is paid; each installment when paid shall be applied first to the payment of accrued finance charges and then to the amount financed. In the event the balance of the cash down payment is not paid when due, the Sellers may declare this agreement to be terminated, and in such case, all payments made by the Purchasers hereunder shall be retained as rent.

4. TITLE to the above described real property and to any improvements that may be constructed thereon shall remain in the name of the Sellers until all amounts due hereunder, and any amounts hereinafter financed by the Sellers for the account of the Purchasers shall have been paid in full. Any unpaid balance may be paid at any time without penalty. All payments under this agreement shall be paid to the Sellers at the following address: Box 131 Taylors, S.C. 29687

5. SELLERS and PURCHASERS further agree that time of payment shall be of the essence of the Agreement, and that this Agreement, including all instruments referred to herein, constitutes the only Agreement between them; and, that no representations oral or written, have been made by either party, their agents or representatives, which are not set forth in this Agreement; and, that this Agreement is subject to written acceptance by the SELLERS.

6. When PURCHASERS have paid all amounts due hereunder, and any amounts hereafter advanced by the Sellers for the account of the Purchasers, Sellers shall convey the real property to Purchasers by good and sufficient Warranty Deed, subject to all easements, covenants, conditions and restrictions of record, real estate taxes for all periods following the date of execution hereof, governmental laws and regulations, and liens created or suffered by Purchasers.

7. If PURCHASERS fail to make the payments herein provided or fail to perform any other covenant to be performed by Purchasers, and such default shall continue for a period of sixty (60) days, Sellers may, in addition to any other rights in law or equity:

a. Without notice or demand declare this Agreement to be terminated, in which case all payments made by Purchasers hereunder shall be retained as rent, and Purchasers shall immediately surrender possession of the property in as good condition as it is in on date of this agreement; and in the event purchasers shall fail to do so, Sellers shall have the right to enter upon the property without notice and remove all persons and their property therefrom, or

b. Declare the entire unpaid balance of the Deferred Payment Price to be immediately due and payable and proceed forthwith to collect the same in the manner provided by law.

8. PURCHASERS will pay to Sellers all costs and expenses, including reasonable attorney's fees, incurred by Sellers in enforcing any provision hereof.

IN WITNESS WHEREOF, the parties hereunto affix their signatures, this the day of 31 August 19 74

PURCHASERS:

Edward D. Benavidez (SFAL)

Eleanor E. Benavidez (SFAL)

SELLERS (ACCEPTED BY)

BY: Douglas M. Raines

ATTORNEY-IN-FACT _____

BY: Marcia C. Raines

ATTORNEY-IN-FACT _____

BY: _____

ATTORNEY-IN-FACT _____

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