

Max M. Rice

This Contract between XXXXXXXXXXXXXXXM, hereinafter called the Seller, and David C. & Wandell S. Goodland hereinafter called the Purchaser, witnesseth:

For and in consideration of the sales price and mutual covenants herein contained, the Seller does hereby agree to sell unto the Buyer, and the Buyer does hereby agree to buy, the following described real estate, to wit:

FILED  
GREENVILLE CO. S.C.  
OCT 29 1 10 PM '76  
COURT CLERK

Description of land: All that piece, parcel, lot, or lots of land in Greenville County, State of South Carolina, in Saluda Township, known and designated as Lot(s) # 14.20 acres as shown on plat prepared by Carolina Engineering & Surveying Co. dated 22 Apr 1975, a copy of which is attached hereto and incorporated herein by reference

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SV 50 AS  
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1. Deed. Subject to full payment of the purchase price and all interest herein, the Seller shall execute and deliver to the Buyer, or his assigns, a good and sufficient Warranty Deed to the above described real estate, conveying a good, marketable fee simple title thereto free of all liens and encumbrances, subject to all rights of way and easements of public record and actually existing on the ground affecting the above described property and subdivision set-back lines, easements and restrictions of public record. No right, title or interest, legal or equitable, shall vest in the Buyer in and to the afore described real estate until delivery of the deed and performance of all of the covenants herein contained.

2. Purchase Price. As the total purchase and sales price for the above described property, the Buyer hereby covenants and agrees to pay unto the Seller the following total sum or sums to-wit: \$12,600.00 to be paid as follows: \$ 660.00 cash herewith, receipt of which is hereby acknowledged, \$ 600.00 to be paid on or before Nov. 23, 1976, and the balance of \$ 11,340.00 to be paid in 84 monthly installments of \$ 176.79 per month, such payments including interest at 8% per annum. Purchaser has privilege of prepayment without penalty. Interest on payments in arrears to be computed at 8% per annum.

3. Occupancy. As long as the covenants and conditions of this contract continue to be performed by the Buyer, the Buyer shall have the right to peaceably occupy and possess the above described real estate without interruption from the Seller or anyone lawfully claiming through Seller.

4. Taxes. The Buyer will pay all assessments and property taxes of every kind and nature levied against the premises when due. In the event the Buyer fails to pay for such taxes when due, the Seller shall have the right to pay for the same and add the costs thereof to the balance due on the purchase price, which shall bear interest at the rate hereinabove provided. Taxes to be prorated as of date signed by Rice Corporation below.

5. Roads. As a further condition and covenant of this contract, the Seller does hereby reserve unto itself, its successors and assigns, or any person lawfully claiming by it or through it, as easement for access and for the installation and maintenance of utilities over, across and upon the strip of land as shown on the attached plat. Nothing contained herein shall be intended to imply that the Buyer assumes any obligation for the installation or maintenance of any utilities upon said strip.

6. Defaults. The Buyer covenants that in the event of any of the sums set forth above shall not be paid when due (including interest, principal ad taxes), or in the event the Buyer fails and neglects to carry out any of the terms, conditions and obligations set forth in this contract, the Seller shall give written notice duly transmitted by regular United States Mail addressed to the last known mailing address of the Buyer notifying the Buyer of such default, and if the Buyer fails to remedy such default within ten (10) days after receipt of such written notice, the Seller may declare this contract terminated, null and void, and all sums paid hereunder by the Buyer

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