

2.

taxes are to be paid to the Seller by the Buyer in monthly installments to be maintained in a separate escrow account by the Seller. It is understood and agreed that the monthly escrow payments may be increased from time to time by the Seller in order to cover any increases in the premium for the insurance and/or property taxes.

4. In consideration of the covenants and agreements on the part of the Seller, the Buyer agrees to purchase said property and to pay the purchase price, interest, taxes and insurance in the manner stipulated above.

5. Time is of the essence of this agreement, and upon failure of the Purchaser to make any payments under this Agreement, when due, the Seller may immediately declare the contract terminated, retain all sums paid hereunder as rent and/or liquidated damages, and be entitled to immediate possession of the premises through summary ejectment proceedings in any Magistrate's Court of Greenville County as in the case of a defaulting tenant-at-will. In case this contract is placed in the hands of an attorney for collection, the purchaser agrees to pay a reasonable attorney's fee plus all costs of collection.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of January, 1978.

In the presence of:

John G. Chesor
Walter K. Doenna

Bobby Joe Jones
Bobby Joe Jones, Seller

Garland Ray Banks
Garland Ray Banks, Buyer

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that he saw the within named parties sign, seal and as their acts and deeds deliver the within Contract for Sale and that he, with the other witness subscribed, witnessed the execution thereof.

SWORN to before me this
31st day of January, 1978

Walter K. Doenna (LS)
Notary Public for South Carolina
My Comm. expires 4/7/79

John G. Chesor

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