GREENVILLE CO. S. C

STATE OF SOUTH CAROLINA OF THE STATE OF CONTRACT COUNTY OF GREENVILLE) CONTRACT

THIS CONTRACT made and entered into this day of April,

1978, by and between B. F. Doolittle and Lois J. Doolittle, hereinafter

referred to as the Sellers, and Mary Lee Cheek, hereinafter referred to as

the Purchaser.

WITNESSETH:

For and in consideration of the mutual covenants herein expressed and the further consideration of One and no/100 (\$1.00) Dollar by the Purchaser to the Sellers paid, receipt whereof is hereby acknowledged, the parties to this Contract agree as follows:

The Purchaser agrees to purchase and the Sellers agree to sell the within described property for a total consideration of Forty-Six Thousand and no/100 (\$46,000.00) Dollars, which amount shall be paid as follows: Five Hundred and no/100 (\$500.00) Dollars paid herewith, receipt whereof is hereby acknowledged, the said amount to be held in escrow by William B. James, Attorney, the balance of Forty-Five Thousand Five Hundred and no/100 (\$45,500.00) Dollars to be paid in cash at time of closing, upon securing an 80% conventional loan. Purchaser to pay recurring and non-recurring closing costs. Further conditioned upon the Purchaser selling her home located at 109 Andover Drive, Greenville, S. C.

However, the Seller reserves the right to cancel said Agreement of Sale at any time during the term hereof, upon giving the Purchaser a written 72 hour notice of their intentions to accept another contract on subject property.

Purchaser will then have the right to remove the contingency or said Agreement of Sale will become null and void at the expiration of the 72 hour notice and all deposits on subject property returned to the Purchaser.

The property which is the subject of this Contract is described as follows: 35 Cunningham Circle, Cunningham Acres, shown on Block Book 538:3-1-212.

It is expressly understood that time is of essence of this Contract and that the transaction shall close on or before 90 days from the date hereof. The Sellers shall supply a fee simple, warranty deed, free and clear of all encumbrances. Taxes are to be pro-rated as of the date of sale.

The Sellers expressly warrant electrical, heating and plumbing systems to be in working order at time of closing. Seller to furnish termite letter.

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