

23 2 1978

The State of South Carolina.

COUNTY OF Greenville

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ARTICLES OF AGREEMENT FOR DEED

ARTICLES OF AGREEMENT Made this 1ST day of February in the year of our Lord Nineteen Hundred and Seventy-Eight BETWEEN Henry T. Epps

Party of the first part and Troy Daniel and Brenda M. Epps parties of the second part:

WITNESSETH, That if the said parties of the second part, shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the said parties of the second part in fee simple, clear of all encumbrances whatever, by a good and sufficient Deed, the lot, piece or parcel of ground situate in the County of Greenville State of South Carolina, known and described as follows, to wit: A 1/2 that certain piece, parcel or lot of land situate in Dunklin Township, Greenville, County, South Carolina, on the Holliday Dam Road, about one half mile Southeast of West Dunklin School, containing five tenths (.5) acres more or less, being more fully described by plat made by P. E. Ragsdale, Surveyor, dated September 9th, 1950, as follows: Beginning at a corner in dirt road, common to this lot and other lands of E. G. King running along said dirt road N30-25W (75) seventy-five feet to corner pin, thence N70-30E 283.2 feet to corner in highway, thence along said highway S51-15W (75) seventy-five feet to corner on highway, thence S38-15W two hundred eighty three and two tenths (283.2) to the beginning corner in dirt road.

And the said parties of the second part hereby covenants and agrees to pay the said parties of the first part the sum of Five Hundred (500.00) Dollars in the manner following: One Hundred (100.00) Dollars cash and thirty-five (35.00) dollars monthly until the balance of four hundred (400) dollars is paid in full. Said payments beginning March 1, 1978 and continuing on the first day of each month until balance is paid in full.

with interest at the rate of 7 per cent. per annum, payable monthly on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon the land subsequent to the year 1978 and in case of failure of said Troy Daniel and Brenda M. Epps

parties of the second part to make either of the payments or any part thereof, or to perform any of the covenants on their part, hereby made and entered into, this contract shall, at the options of the parties of the first part, be terminated, and payments made by the parties of the second part shall be taken to be in payment of rents for said premises and for damages sustained by the party of the first part; and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by them sustained, and for the rental value of said premises, and the said party of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor, or he may retain the amount paid and also require specific performance of this contract.

IT IS MUTUALLY AGREED by and between the parties hereto, that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in the presence of Jackie B. Nicholson

+ Henry Troy Epps (L. S.) + Troy Daniel Epps (L. S.) + Brenda M. Epps (L. S.)