

The State of South Carolina  
COUNTY OF GREENVILLE

GREENVILLE S.C.  
1978

KNOW ALL MEN BY THESE PRESENTS: WE, Van Earl Fillingim, III, and Cynthia L. Fillingim, Seller, have agreed to sell to Alvin E. James, Purchaser, a certain lot or tract of land in the County of Greenville, State of South Carolina, being more particularly described as follows: All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, on the east side of Redgum Court, being known and designated as Lot 594 on plat of Section 6, Sheet No. 1 of two sheets, Westwood Subdivision, recorded in the RMC Office for Greenville County in Plat Book 4-X, at Page 100, and having, according to said plat, the following metes and bounds, reference being craved to said plat for exact metes and bounds.

and execute and deliver a good and sufficient warranty deed therefor on condition that Purchaser shall pay the sum of Twenty-seven Thousand, Three Hundred Sixty-eight and 09/100 (\$27,368.09) Dollars in the following manner \$2,600.00 cash at time of execution of this Document; remainder at the rate of Two Hundred Three and 77/100 (\$203.77) Dollars per month beginning November 1, 1978, seller to continue to pay 1st mortgage payments to Heritage Federal S. & L. Assn. until the full purchase price is paid, with interest on same from date at 9 per cent, per annum until paid to be computed and paid annually, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney or through legal proceedings of any kind, then in addition the sum of a reasonable amount dollars for attorney's fees, as is shown by Purchaser's note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force, plus the amount of M.G.I.C. insurance and agrees to keep the property adequately insured. This contract to be null and void if Seller unable to obtain a loan commitment for another loan by November 1, 1978.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due seller shall be discharged in law and equity from all liability to make said deed, and may treat said Purchaser as tenant holding over after termination, or contrary to the terms of a lease and shall be entitled to claim and recover, or retain the amount paid under this Contract dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we have hereunto set our hands and seal this 11<sup>th</sup> day of October A. D., 1978

In the presence of:

John P. Mitchell (Seal)  
Margaret B. Ketchum (Seal)  
Oliver B. Norris (Seal)  
Van Earl Fillingim, III (Seal)  
Cynthia L. Fillingim (Seal)  
Alvin E. James (Seal)

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