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O STATE OF SOUTH CAROLINA ) COUNTY

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between Ronnie Shirley and Janice V. Shirley now known as Janice V. Hester, of Greenville County, South Carolina, hereinafter referred to as "Sellers", and Billy B. Boyer and Marian S. Boyer, of Greenville County, South Carolina, hereinafter referred to as "Buyers".

## WITNESSETH:

The Sellers hereby contract and agree to sell to the Buyers, and the Buyers hereby agree to buy at the price and at the terms hereinafter set forth, the following described parcel or land situate in the County of Greenville, State of South Carolina, being described as follows:

> ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 74 of SUNNY SLOPES Subdivision, Section One, according to a plat thereof prepared by C. O. Riddle, Surveyor, dated February 8, 1971, and recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 3 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

The purchase price which the Buyers shall pay for the said property is the sum of \$24,600.00, which sum shall be paid as follows:

> \$1,782.00 to be paid to Farmer's Home Administration to bring loan current, \$400.00 to be paid to Jim Vaughn Associates as the commission, the assumption of the first mortgage loan with Farmer's Home Administration (USA) in the approximate amount of \$22,070.86, and the balance to be paid in cash at closing by the Buyers.

All payments are to be made payable to Farmer's Home Administration, P. O. Box 10044, Federal Station, Greenville, South Carolina, paid by the Buyers in the amount of \$162.00 per month.

The Buyers further agree to pay the taxes on the real estate in question for the current year by January 10, 1980.

Upon full payment of said purchase price of said property, the Sellers covenants to convey the said property or cause the same to be conveyed to the Buyers, or their assigns, by deed with general warranty, free and clear of all liens and encumbrances, save and except taxes not now due and payable and subject to the reservations and conditions set forth herein and on said plat.

The Buyers agree to pay the said purchase price of said property in the manner and at the time above set forth, time being declared of the essence of this Contract, and in the event of sixty (60) days default by the Buyers in making any of the payments herein provided for, then, at the option of the Sellers, all rights and interest of the Buyers under this Contract may thereupon be declared terminated by the Sellers, and in such event all money paid by the Buyers under the provisions of this Contract may be retained by the Rellers as rental or liquidated damages of said property, and said Contract shall there-Atter be cancelled, or the Sellers may take and enjoy any other remedy which may be proper In the premises.

IN WITNESS WHEREOF, the parties to this Contract have hereunto set their Hands and Seals this 30th day of October, 1979.

ON THE PRESENCE OF:

Janua V Mester

Buyer S. Boyer
Buyer