

FILED
GREENVILLE CO. S.C.

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STATE OF SOUTH CAROLINA) DONALD W. PERSLEY
COUNTY OF GREENVILLE) A.H.C. AGREEMENT

THIS AGREEMENT between Bob Maxwell Builders, Inc., hereinafter called Seller, and Jerry B. Branch and Sara O. Branch, hereinafter called Purchasers,

W I T N E S S E T H:

The Seller agrees to sell to the Purchasers and the Purchasers agree to buy all that lot or parcel of land, with improvements thereon, known and designated as Lot No. 178, Devenger Place, Greenville County, South Carolina, for a purchase price of Sixty-six Thousand Nine Hundred Fifty and No/100 (\$66,950.00) Dollars, to be paid in the following manner:

- (a) \$10,000.00 cash herewith, receipt of which is hereby acknowledged; and
- (b) The balance in cash at closing or, at the option of the Purchasers, assumption of Seller's mortgage indebtedness with any balance thereafter remaining in cash at closing.

Interest on the mortgage indebtedness shall be prorated as of the date of closing if the mortgage is assumed.

Taxes for the year 1980, together with any assessments accruing after the date hereof, shall be paid by Purchasers.

Seller agrees to convey good and marketable, fee simple title by general warranty deed, free of all liens and encumbrances except as stated herein, with documentary stamps affixed thereto. Seller further agrees to deliver to Purchasers, upon the execution of this agreement, a standard contractor's warranty on the improvements for a period of one (1) year, beginning on the date hereof.

This transaction shall be closed on or before December 21, 1980, and time is of the essence in this agreement.

In the event of default by the Purchasers under the terms of this agreement, all sums paid hereunder, whether as down payment or rental payment, shall be forfeited by the Purchasers to the Seller herein as

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