

State of South Carolina
County of Greenville

Land Sales Contract

1153-240

GP S.C.

This agreement made this 5th day of Oct, 1981 by and between Frank K. Bridwell hereinafter referred to as Seller, and Nash G. Ball hereinafter referred to as Purchaser.

The Purchaser agrees to purchase, and the Seller agrees to sell to Purchaser the lot# 7 known as Dukey Glen Properties, off Alveyson Rd. Tract# _____ known as on Hopkins Lake, Greenville County, S.C.

and the Purchaser agrees to pay therefor the following amount according to the following schedule:
Total Purchase Price 20,000.00
Cash Deposit (receipt acknowledged) 100.00

and the balance of 19,900.00 shall be paid in 240 equal monthly installments of \$ 219.12 beginning on the 15th day of Nov., 1981, and an equal amount on the same day of each month thereafter until paid in full, together with interest on the unpaid balance at the rate of 12 per cent per annum to be computed and paid monthly, each payment to be applied first to interest and the balance to reduction of principal. If an installment due under this obligation is in default for more than ten (10) days, Purchaser agrees to pay a delinquency charge of five (5) percent of the monthly payment. If the purchaser shall fully and completely perform all of his obligations herein set forth, upon payment of the above specified amount, the Seller will convey to the Purchaser fee simple title to the above mentioned property free of liens and encumbrances except for the restrictive covenants which are recorded in the office of Rue Deane County and such rights of way and easements of record and as shown upon the subdivision plat. Buyer will be cleared 1070

7 road and alley to lake
Time is of the essence.

DERIVATION: DEED BOOK 1047 PAGE 81
In addition the Purchaser agrees as follows:

- A. No liens of any kind will be placed upon the property of the Purchaser.
- B. No trash, junk, abandoned vehicles or other such unsightly debris will be kept or allowed to accumulate upon said premises.
- C. To refrain from abuse of the property and restrain any others from abuse of the property, including cutting of salable timber without permission of Seller.

If the Purchaser should fail to comply with the terms of this Agreement or should fail to make payment as herein provided, Seller may declare this contract breached and any payments theretofore made by Purchaser on account hereof shall be retained by Seller as liquidated damages suffered by Seller because of the withdrawal of this property from the market for that period, expenses in connection with this sale and rental for the land. This agreement shall be thereupon terminated and all parties shall be thereafter discharged from liability hereunder. *Not more than 30 days past due date

Taxes shall be pro rated as of the date of this contract and Purchaser agrees to promptly pay all taxes during the term of this Agreement. If the Purchaser fails to pay all taxes when due, the Seller reserves the right to pay the taxes and add the amount so paid to the balance of the contract and the Purchaser agrees to pay the Seller the amount of the taxes within thirty (30) days after notification by the Seller that the taxes were paid by the Seller. This contract contains the entire Agreement and may not be changed orally. There shall be no express or implied warranties other than those contained herein.

The Seller reserves the right to assign this contract to a bank and in the event of any such assignment, payments required hereunder will be made by the Purchaser to said bank.

At any time during the life of this contract, Buyer will, if required by Seller, take title to said property (by accepting delivery of a deed) and simultaneously therewith execute and deliver to seller, its successors or assigns, a promissory note in the amount of the balance then due under this contract and, as security for the repayment of same, execute and deliver a real estate mortgage covering said property.

It is understood that this contract shall not be binding until signed by an officer of the Seller and if it should not be signed by Seller within thirty (30) days, then any deposit made by Purchaser shall be returned in full.

WITNESS our hands and seals this 5th day of October, 1981.

In the Presence of:
Bernice W. Ball
Luzette O. Ball
Bernice W. Ball
Luzette O. Ball
Bernice W. Ball
Luzette O. Ball

Kathryn B. Cook (SEAL)
Purchaser
Nash G. Ball (SEAL)
Purchaser
Frank K. Bridwell (SEAL)
Seller
Nash G. Bridwell

GC10
3 DE1081
064
4.00CD

4328 RV-2

15
0346

Purchaser's Address