

FILED  
GREENVILLE CO. S. C.  
STATE OF SOUTH CAROLINA  
APR 5 3 31 PM '03  
COUNTY OF GREENVILLE  
DONNIE S. TANKERSLEY  
R.M.C.

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CONTRACT OF SALE

THIS CONTRACT OF SALE made and entered into this the 24<sup>th</sup> day of March, 1983 by and between THE WORTHY GROUP, a South Carolina limited partnership (hereinafter referred to as "Seller") and INGLE'S MARKETS, INC., a North Carolina corporation (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real estate in the State and County aforesaid and Purchaser is desirous of purchasing said real estate, and Seller is willing to sell Purchaser said real estate, and;

WHEREAS, the property to be conveyed consists of One (1) parcel or tract of land as shown on a plat plan attached hereto and incorporated by reference and marked Exhibit "A", and more fully described as Parcels 2-A and 2-B; and

WHEREAS, it is contemplated by the parties that the acquisition by Purchaser of the tract or parcel of land shown on Exhibit "A" shall be acquired along with five other tracts in a series of sales and purchases on an annual basis in phase with the development of an Ingle's Shopping Center in a staged development which will eventually incorporate the purchase of six tracts subject to the terms and conditions of this Contract

NOW THEREFORE, in consideration of the premises and further consideration of the sum of \$100.00 the receipt and sufficiency of which is hereby acknowledged by Seller, it is hereby mutually covenanted and agreed by and between the parties as follows:

ARTICLE I

1.01 Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to buy one certain parcel or tract of land located in Greenville County, South Carolina more fully described and set forth on Exhibit "A" attached hereto and incorporated by reference. Seller and Purchaser agree that the exact description of the property shall be obtained from the current survey to be provided as hereinafter set forth.

1.02 Conveyance by Seller to Purchaser at the closing date and price hereinafter set forth shall be by warranty deed free and clear of all liens and other encumbrances which will vest in Purchaser marketable and insurable fee simple title subject only to the following:

1. Ad Valorem taxes for the year of sale to be pro-rated at closing.
2. Usual utility easements which will not interfere with the development of the properties to be conveyed into a single shopping center.

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