

STATE OF SOUTH CAROLINA

GREENVILLE

INSTALLMENT LAND SALES CONTRACT

COUNTY OF Greenville

SEP 6 10 10 1983

Vol. 1195 Page 777

THIS AGREEMENT entered into between John J. Echols hereinafter called PURCHASER, and A. L. Echols hereinafter called SELLER.

The Purchaser agrees to purchase and the Seller agrees to sell to Purchaser that lot or lots of land known as Lot #12 in Neal Estates of a plat Recorded Feb. 7, 1983 in Vol. 9 - 3 at page 17 in the T. M. C. Office for Greenville Co. El Frigo Drive is a private road and is to be maintained by the owners of lots joining said road. Purchaser to pay for the deed and Doc. Stamps. There is a utility easement on all lots herein. Seller to pay for the original black top of El Frigo Drive

and the Purchaser agrees to pay therefor the following amount according to the following schedule:

If any installment is in arrears for more than five days after the date upon which it is due and payable, Purchaser shall pay, in addition to the amount of each installment, a late charge of \$5.00, plus \$5.00 for each month or part of month that any payment remains in arrears.	1. CASH PRICE	\$ 7,600.00
	2. Less: Cash Down Payment (receipt acknowledged)	\$ 1,500.00
	3. Unpaid balance of cash price	\$ 6,100.00
	4. Other Charges	\$ none
	5. Amount Financed	\$ 6,100.00
	6. ANNUAL PERCENTAGE RATE	\$ 13%

The Purchaser agrees to pay Total of Payments to Seller in successive 120 installments of \$ 91.09 each and one final installment of \$ any bal. commencing Sept. 22, 1983 All payments are due consecutively on same day of each month, with each payment to be first applied on interest and any balance applied on principle.

Upon payment in full of the amount above specified and upon the terms herein contained, the Seller will convey to Purchaser fee simple title to the described property, free of liens and encumbrances, except for restrictive covenants which are recorded in the Office of S.C. Title County and rights-of-way and easements of record.

Taxes shall be pro rated as 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 this contract plus \$10.00 or 10 percent of amount paid, whichever is greater, as a default for not paying taxes when due, plus 20 percent annual interest on all balances of taxes and default until paid. This contract contains the entire agreement and may not be changed orally. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE CONTAINED HEREIN.

You have the right to pay in advance the unpaid balance of this contract, subject to the Seller obtaining a release of the property from may pay any amount in advance at any time without penalty.

Time is deemed of the essence, and upon the Purchaser(s) getting as much as two months in arrears with payments, the Seller may at his option declare this contract null and void, retain all payments as liquidated damages and re-enter said premises without further notice.

Should Seller sue the Purchaser to enforce this agreement or any of its terms, the Buyer shall pay a reasonable attorneys fee and all expenses in connection therewith.

This contract not to be transferred or assigned to any other party without the Sellers consent.

The Purchaser acknowledges receipt of a copy of this contract.

Witness our hands and seals this 22 day of August, 1983

WITNESSES: See attached probate  
William T. Turner  
Paul G. Hunter, Jr.  
Diane Turner  
My Commission expires 20, 1984

Seller A. L. Echols  
Seller John J. Echols  
Purchaser James J. Conner  
Purchaser Emilyn A. Conner

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s') act and deed deliver the within deed and that (s)he, with other witness subscribed above witnessed the execution thereof. SWORN to before me this 22 day of Aug, 1983

Diane Turner (SEAL)  
Notary Public for South Carolina  
My commission expires: 20, 1984

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4328-17-2

10(316)631.10-1-26(NOTE)