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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

CONTRACT OF SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT entered into this \_\_\_\_\_\_day of January, 1975, by and between JACK E. SHAW BUILDERS, INC., hereinafter referred to as SELLER, and RICHARD L. SPADAFORA, hereinafter referred to as PURCHASER,

## WITNESSETH:

For and in consideration of the mutual promises and covenants and in further consideration of the sum of \$24,000.00 in the form of equity in Lot 76 Kimberly Lane as set out below, paid to the Seller by the Purchaser, the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate situate in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land situate in the County of Greenville, State of South Carolina, at the southwestern corner of the intersection of Honey Horn Drive and Old Town Way in Austin Township, and being shown and designated as Lot No. 25 on a plat of Holly Tree Plantation, made by Enwright Associates, Inc., Engineers, dated May 28, 1973, and recorded in the RMC Office for Greenville County, S.C., in Plat Book 4-X, pages 32 through 37, inclusive, reference to which is hereby craved for the metes and bounds thereof.

It is agreed that the purchase price for said property shall be Sixty Thousand Five Hundred (\$60,500.00) Dollars, payable as follows:

Down payment of \$24,000.00 (transfer of equity in Lot 76 Kimberly Lane property); balance of \$36,500.00 to be paid as follows: Commencing January 1975 and each month thereafter Purchaser shall pay to Seller the sum of \$267.83 which shall apply first to interest, balance to principle, with interest thereon at the rate of eight (8%) percent per annum to be computed and paid monthly. The monthly payments as designated herein shall continue for a period of two (2) years after which the Purchaser agrees to assume the balance presently due on said property at that time with interest at the then prevailing rate, and comply with all rules and regulations of First Federal Savings & Loan Association wherein the first mortgage on the property is now held and to pay all costs in connection with said transfer of loan to Purchaser. It is understood by and between the parties hereto that the present balance on the mortgage loan with First Federal Savings & Loan Association covering the above referenced property is \$36,500.00, and Seller agrees not to increase or execute any liens on said property during the term this contract is in effect.

(COMMINGEN CLAT MAGE)