Porter

GREENVILLE CO. S. C. 194 5 3 53 FY 1

DONNIE S. TAMKERSLEY STATE OF SOUTH CAROLINA) $\stackrel{\sim}{R}\stackrel{\sim}{R}\stackrel{\sim}{R}\stackrel{\sim}{R}$ COUNTY OF GREENVILLE

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THIS CONTRACT made this 2nd day of factor, 1978, by and between J. T. Nix, hereinafter referred to as Seller, and Charles Shubert, hereinafter referred to as Purchaser:

HITNESSETH:

For the consideration of Eleven Thousand Five Hundred and No/100 (\$11,500.00) Dollars to be paid as follows: Five Hundred and No/100 (\$500.00) Dollars upon execution of this contract, the receipt of which is hereby acknowledged, the balance to be paid at the rate of One Hundred One and 98/100 (\$101.98) Dollars per month commencing July 1, 1978, and on the 1st day of each and every month thereafter until paid in full, with interest at the rate of seven and one-half (7½) per cent per annum, balance first applied to interest then to principal. The Purchaser has the right to anticipate any payment before maturity without penalty.

The property which is the subject of this sale is described as follows:

ALL that piece, parcel or lot of land, with improvements thereon, situate, lying and being in Monaghan Mills Village, Greenville County, S. C. and being more particularly described as Lot No. 78, Section 1, as shown on a plat entitled "Subdivision for Victor-Monaghan Mills, Greenville, S. C.", made by Pickell & Pickell, Engineers, Greenville, S. C., on December 20, 1948, and recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book S, at pages 179-181, inclusive. According to said plat, the within described lot is also known as 15 Frost Street and fronts thereon 75 feet.

It is agreed that time is of the essence of this contract, and if the Purchaser should miss two payments, the Seller shall be discharged in law and equity from all liability to make said deed, and shall be entitled to claim and recover, or retain if already paid the total amount paid in for rent, or by way of liquidated damages.

The deed shall be delivered to the Purchaser upon full payment of the purchase price to the Seller.

To the faithful performance hereof, we have set our hands and seals the date and year first above written.

IN THE PRESENCE OF:

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