to Deborah R. Fowler, Purchaser,

sellers,

KNOW ALL MEN BY THESE PRESENTS: We, Stephen P. Clements and Jean A. Clements, have agreed to sell a certain lot or tract of land in the County of Greenville, State of South Carolina, described as follows: Lot #3 as shown on that certain Plat entitled "Property of Rosa G. Moore" as

reference to said Plat being craved hereto for the exact metes and bounds

recorded in the RMC Office for Greenville County in Plat Book FF at page 411,

and execute and deliver a good and sufficient warranty deed therefor on condi-\_\_\_ shall pay the sum of Eighteen Thousand Five Hundred tion that Purchaser and No/100(\$18.500.00)Dollars in the following manner Two Thousand (\$2,000.00) Dollars at execution of this contract; balance by promissory note to Seller payable One Hundred Fifty (\$150.00) Dollars per month beginning December 1, 1978, until the full purchase price is paid, with interest on same from date at  $9 \frac{1}{2}$ per cent, per annum until paid to be computed and paid annually, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition the sum of a reasonable amount delians for attorney's fees, as is shown by Purchaser's note of even date herewith. The purchaser agrees to pay all taxes and insurance and furnish evidence of insurance to Seller.

PURCHASER shall have the right to prepay the unpaid balance at any time without penalty. In the event of prepayment, rebate will be calculated on the 78's method.

PURCHASER shall not encumber or pledge for a debt, the property described without the written permission of the Seller .

PURCHASER further agrees that from and after the date of acceptance of this Contract, he will assume all risk of loss, injury or damage by any means whatsoever to said lot or to persons or property thereon, and hold SELLER and its assigns harmless therefrom. Such assumption or risk is a covenant that shall survive the same and purchase and shall be binding upon the successors to BUYER in title to said lot and shall not be deemed to have been merged in the above mentioned deed.

This Agreement shall bind and inure to the benefit of the parties hereto and their successors, heirs and assigns.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due Seller shall be discharged in law and equity from all liability to make said deed, and may treat said Purchaser

as tenant holding over after termination, or contrary to lease and shall be entitled to claim and recover, or rethe terms of for rent, or by way of liquidated damages, or may enforce payment of said rate.

In w	itness	whereof,	we		have	hereunto	set	our	hands	and
eal <sub>s_</sub>	this	18th	day o	f _	October			A.D.	., 19 <u>78</u>	_•

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