GREEN, FRED CO.S.C. FURCE 1 46 PH 181 DONNIE STENNERSLEY

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOND FOR TITLE

know all Men By These Presents that M. G. Proffitt, Inc.
has agreed to sell to James D. Brown and Verna L. Brown, a certain tract
of land in the County of Greenville, State of South Carolina, known as Lot
No. 440, Sweetwater Court, Sugar Creek Subdivision, being more particularly
described on a plat which is of record in the RMC Office for Greenville
County in Plat Book 7-X at Page 2, reference to said plat being craved for
a metes and bounds description, and execute and deliver a good and sufficient
warranty deed therefor on condition that they shall pay the sum of One Hundred
Twenty-One Thousand Five Hundred (\$121,500.00) Dollars, payable as follows:

- (a) Four Thousand (\$4,000.00) Dollars previously paid pursuant to the terms of the contract for sale and Sixteen Thousand (\$16,000.00) Dollars cash at closing.
- (b) Commencing October 1, 1981, and continuing until March 1, 1982, the purchaser shall pay to the seller One Thousand (\$1,000.00) Dollars per month interest on the remaining balance of One Hundred One Thousand Five Hundred (\$101,500.00) Dollars; commencing April 1, 1982, and continuing until September 1, 1982, the purchaser shall pay to the seller the sum of One Thousand Three Hundred (\$1,300.00) Dollars per month, interest only, on the balance of One Hundred One Thousand Five Hundred (\$101,500.00) Dollars. Each payment of interest is made in arrears and is for the previous month.
- (c) The balance of One Hundred One Thousand Five Hundred (\$101,500.00) Dollars is due and payable in full on or before August 31, 1982. Any amounts due hereunder and unpaid are to bear interest at the rate of thirteen and three-fourths (13-3/4%) per cent per annum, and in the event said sum or any part thereof be collected by an attorney or through legal proceedings of any kind, then in addition, the sum of fifteen (15%) per cent for attorney's fees.

It is agreed that time is of the essence of this contract, and if the payments are not made when due, or if the seller fails to abide by the terms of this contract, then the seller may file suit for its breach in specific performance and/or for such damages as he may sustain as the result of the breach or may retain all sums paid as liquidated damages, all within the sole discretion of the seller.

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