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AFR 14 12 30 PH '83 STATE OF SOUTH CAPOLINA COUNTY OF CREENVILLE) R.M.C

SALES AGREEMENT

THIS ACREMENT entered into this strong day of April, 1933, by and between Pelham Foad Associates, hereinafter referred to as "Pelham" and Academy Rental Company, Inc., hereinafter referred to as "Academy";

WITNESSETH:

WHEREAS, Pelham is the Developer and Owner of the contract to purchase certain Pelham Road Property to be subdivided into twenty-one (21) lots as is more clearly defined on a plat prepared for Pelham Road Associates and identified as "Exhibit A" attached hereto, and

ment for the sale and purchase of Lots 14, 15, 16 and 17 and 18 on "Exhibit A" attached hereto, and Pelham hereby agrees to seil and Academy hereby agrees to purchase the aforementioned lots pursuant to the terms and conditions of the within Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements of the parties hereto, each with the other, said parties do hereby enter into this Agreement and do agree to the following terms and conditions hereof;

- 1. Pelham agrees to sell and Academy agrees to buy for the purchase price as set out in Paragraph 2, Lots 14, 15, 16 and 17, and 18, being more fully described in "Exhibit A" attached hereto.
- 2. Academy agrees to pay Pelham the total purchase price for the lots above mentioned in the amount of \$80,000.00 to be paid as follows:
- a) Academy shall pay Pelham \$15,000.00 cash at the sighing of this Agreement. It is understood between the parties hereto that Pelham has requested a zoning change so that the within subdivision has a R-15 Zoning rating. In the event that the requested R-15 Zoning is denied by the proper authorities or if Academy is denied access without obstruction from developing the lots herein within 150 days after the R-15 Zoning rating is granted, then, in either of said events, either Pelham or Academy may cancel this Agreement and a full refund will be paid to Academy.
- b) The remaining balance of \$65,000.00 shall be paid by Academy to Pelham as follows: Academy shall pay \$16,000.00 per lot upon delivery fo a deed for each lot released, with interest to run on the outstanding sum of \$65,000.00 at the rate of eleven (11%) percent per annum, simple interest. Said interest on the indebtedness shall be computed and paid monthly and shall begin when access, water and electricity are available to the aforementioned lots. Access is defined as intress and egress without obstruction from development.

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP \$2 6 00 \$3

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