MAR IS 1 08 PH '70
OLLIE: FARHSWORTH

R. M. C.

RECORDING FEE

vot 886 page 183

STATE OF SOUTH CAROLINA		CAROLINA)
COUNTY	F G	REENVILLE)

 $\underline{A} \ \underline{G} \ \underline{R} \ \underline{E} \ \underline{E} \ \underline{M} \ \underline{E} \ \underline{N} \ \underline{T}$

The undersigned RICHARD OSBORNE, (hereinafter called PURCHASER), hereby offers and agrees to purchase from CHARLES V. and JEAN D. SHAVER, (hereinafter called SELLERS), all that certain piece of land in Austin Township, Greenville County, State of South Carolina in the town of Mauldin, on the eastern side of the C. & W. C. right of way at corner of Murray Drive and Cox Street, and according to survey and plat made by C. O. Riddle, R.L.S., April 10, 1957, having the following metes and bounds:

To wit beginning at a point, iron pin, on the northern side of Cox Street, the joint corner of other property of H. C. Shaver and running thence N. 18-53 W. 315.5 feet along line of said Shaver property to a point, iron pin, in line of property owned by William and Edith Cox; thence along line of said last mentioned property, S. 75-45 W. 142.8 feet to a point in Murray Drive, iron pin, on eastern edge of Murray Drive; thence S. 18-34 E. 321.4 feet along said Murray Drive to a point on northern side of Cox Street, which point is 25 feet easterly from the C. & W. C. tract; iron pin easterly of northern side of Cox Street; and thence N. 73-20 E. 114.2 feet along northern side of Cox Street to the point of beginning.

The above described property is that property deeded to the Grantors by deed dated April 18, 1957, recorded in Deed Volume 575 at page 225 in the R. M. C. Office for Greenville County.

Together with and including all buildings and other improvements thereon and all rights of SELLERS in and to any and all streets and roads, highways, alleys, driveways, easements and rights of way appurtenant thereto.

Such sale shall be subject to the following terms and conditions:

- 1. The PURCHASER shall pay to the SELLERS for the above described real estate the sum of \$21,000.00 payable as follows:
 - (a) Upon signing this instrument, \$3,000.00;
 - (b) The balance of \$18,000.00 at the closing.
- 2. The PURCHASER agrees, on acceptance by the SELLERS, to apply in good faith for a mortgage in the amount of \$18,000.00. If such mortgage commitment is not obtained by September 30, 1970, the \$3,000.00 paid on account hereof shall be returned to PURCHASER and this Contract shall become null and void and neither party hereto shall have any claim against the other.

It is agreed that PURCHASER may assign his rights hereunder to another party or parties upon whose ability to obtain satisfactory financing as described above, the consummation of this contract shall be conditioned.

St. GARDING