

The Party of the First Part warrants that it owns the property herein described, free and clear of all liens and encumbrances and that upon final payment of the sum of 163 months 8/100 Dollars, (\$ 47.00 163 mos.) it will deliver to the Party of the Second Part a fee simple deed.

The Parties hereto agree that the sum of one thousand six hundred Dollars, has been paid by the Party of the Second Part to the Party of the First Part on account of the purchase price of the above described property it being expressly agreed that this amount shall be forfeited to the Party of the First Part, its successors or assigns should default be made in the payment of the balance of the purchase price upon the terms and conditions aforesaid.

The Parties further covenant and agree that this written instrument expresses the entire agreement between the said Parties, and may be enforced by either party by specific performance; and there is no other agreement oral or otherwise varying or modifying the terms of this agreement.

WITNESS our Hands and Seals, this 17 day of July, A. D. 1969.

SHELL HOMES, INC., of Anderson (L. S.)

IN THE PRESENCE OF:

By Walter H. Irby (L. S.)
Agent of the First Part

Walter H. Irby
of Anderson (L. S.)
Carroll H. Ayers
of Greenville (L. S.)

William H. Irby (L. S.)
Party of the Second Part
Thenia Irby (L. S.)
Party of the Second Part

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PAID \$ 1.50

MAR 18 1970
20330

CONTRACT FOR SALE OF REAL ESTATE

State of South Carolina
SHELL HOMES, INC.,
Walter H. Irby
Thenia Irby
11 Bellvue Park
Anderson, S.C.

Received in Office R.M.C. Greenville County, South Carolina this 18th day of March, A.D. 1970 at 11:09 o'clock A. M. and Recorded in Book 886 Page 265 Greenville County, S. C. R.M.C. Contract for Sale 22,

SHELL HOMES, INC. of Anderson Builder SEAL

By Walter H. Irby Salesman SEAL
I hereby acknowledge receipt of a duplicate copy of this contract
Owner William H. Irby SEAL
Owner Thenia Irby SEAL

STATE OF SOUTH CAROLINA

Greenville County
PERSONALLY appeared before me Walter H. Irby of Anderson and made oath that he saw the within named SHELL HOMES, INC. William H. Irby and Thenia Irby sign, seal and as their act and deed deliver the within written Contract of Sale; and that he with Carroll H. Ayers witnessed the execution thereof.

SWORN to before me, this 17 day of July, A. D. 1969
Carroll H. Ayers (L. S.)
Walter H. Irby (L. S.)

ASSIGNMENT OF AGREEMENT

For value received, SHELL HOMES, Inc., hereby assigns and sets over to WINCHESTER GRAHAM, INC., its successors or assigns, the within agreement together with both principal and interest, when due. The undersigned waives notice and demand of payment from the maker of the agreement, and also waives notice of non-payment and all notice of or protest for dishonor.

Dated this 11th day of Aug., 1969
SHELL HOMES, INC., of Anderson (L. S.)

By Carroll H. Ayers Manager
Witnessed: Walter H. Irby
Its James E. Lane

Contract and Assignment Recorded March 18th, 1970 at 11:09 A.M. #20330