

The State of South Carolina
COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS: I, DONALD J. WILLIAMS, SR.,

..... have agreed to sell to
Lee R. Byrd & Elizabeth Smith Byrd a certain lot or tract

of land in the County of Greenville, State of South Carolina, being known and designated as Tracts Nos. 11, 12, 13 & 14 as shown on Plat of Property of HI-LANDERS, LTD., located near Glassy Mountain and having such metes and bounds as shown on said plat made by Terry T. Dill, January 29, 1973. Reference to said plat is hereby craved for a more accurate description. This property is sold subject to the following RESTRICTIONS: 1. No block building shall be erected on the premises. 2. No outdoor toilets shall be allowed thereon but only approved septic tanks. 3. This property shall be used for residential purposes only and no house shall be built containing less than 800 sq. feet. 4. Nothing shall be done or allowed thereon which could constitute a nuisance. 5. No trailers or mobile homes shall be allowed thereon. The road as shown on said plat is a private road to be maintained by the owners of the property and the Developer (Grantor) is not responsible for the maintenance and upkeep of same. Each lot has an easement for the purpose of water drainage from the road. A 15-foot easement will be required on each tract for utility purposes. This property is subject to all other reservations, easements or rights of way as shown on said plat.

and execute and deliver a good and sufficient warranty deed therefor on condition that they shall pay the sum of Twelve Thousand and No/100 (\$12,000.00) dollars in the following manner \$3,000.00 down and the balance of \$9,000.00 in 7 equal installments with the right to anticipate the full amount or any part thereof after January 1, 1974.

until the full purchase price is paid, with interest on same from date at 7 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 dollars for attorney's fees, as is shown by their note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force.

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 Lee R. & Elizabeth Smith Byrd as tenants holding over after termination, or contrary to the terms of their lease and shall be entitled to claim and recover, or retain if already paid the sum of all monies paid in dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, I have hereunto set my hand and seal this 26th day of July A. D., 19 73.

In the presence of:

Donald J. Williams, Sr. (Seal)

Lee R. Byrd (Seal)

Witnesses as to Lee R. Byrd and Elizabeth S. Byrd Lee R. Byrd (SEAL)

Elizabeth S. Byrd (SEAL)

W. A. Seybt (continued on next page)

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