

FILED
GREENVILLE CO. S. C.

JAN 25 3 34 PM '73

JOHNIE S. TANKERSLEY
R.M.C.

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THE STATE of SOUTH CAROLINA :
 : CONTRACT to BUY and SELL LAND
COUNTY of GREENVILLE :

T, J. H. Roberts, for good and valuable consideration, promise and agree to sell the within described land to Calvin Kelley, at the time and at the price, and on the terms and conditions, hereinafter stated, and the said Calvin Kelley, for good and valuable consideration, promises and agrees to buy said land from the said J. H. Roberts, at the price and at the time, and on the terms and conditions hereinafter stated, namely:

- (1) The said J. H. Roberts promises and agrees to sell to the said Calvin Kelley those certain lots of land situate in Chick Springs Township, in Greenville County, South Carolina, collectively described as being situate at the intersection of Rutherford Road and Paris Mountain Road, and designated as lots numbers 6, 7, 8, 9 and 22, and that part of lot number 10 that the said J. H. Roberts has not already conveyed away, said lots being shown on a plat made by G. A. Ellis, Jan. 5, 1939, and recorded in the R. M. C. Office for Greenville County in Plat Book J. and page 54, at the price of Fifty Thousand (\$50,000.00) Dollars, due and payable as hereinafter stated; and,
- (2) The said Calvin Kelley promises and agrees to buy said land from the said J. H. Roberts at the price aforesaid, due and payable as hereinafter stated;
- (3) This contract shall be closed and consummated on February 1, 1974, and it is agreed that time is of the essence of this contract, as to both parties, and if the said Calvin Kelley does not timely perform this contract, that the said J. H. Roberts may (a) sue for specific performance, (b) sue for damages, or (c) retain the One Thousand (\$1,000.00) Dollars paid herewith as liquidated damages - in which event this contract would be at an end; and, if the said J. H. Roberts fails to perform this contract, the said Calvin Kelley may pursue any remedy provided by law or equity;
- (4) The said purchase price of Fifty Thousand (\$50,000.00) Dollars is, and shall be, due and payable as follows: (a) One Thousand (\$1,000.00) Dollars due and payable upon the execution of this contract, the receipt whereof is acknowledged by the said J. H. Roberts, (b) Thirteen Thousand and Five Hundred (\$13,500.00) Dollars when the transaction is closed and consummated, and the said Calvin Kelley shall at said time also execute, make and deliver, his promissory negotiable note in the amount of Thirty-Five Thousand and Five Hundred (\$35,500.00) Dollars, payable to the said J. H. Roberts, due and payable as follows: Nine Thousand (\$9,000.00) Dollars on February 1, 1975, Nine Thousand (\$9,000.00) Dollars on February 1, 1976, Nine Thousand (\$9,000.00) Dollars on February 1, 1977, and Eight Thousand Five Hundred (\$8,500.00) Dollars on February 1, 1978, with interest on the said principal (unpaid) sum at the rate of six (6%) per cent per annum until paid in full, due and payable quarterly, with a provision that in event any instalment of principal or interest shall remain unpaid after notice thereof and demand therefor the whole amount may be declared due and payable by the holder of said note, and for the payment of a reasonable attorney's fee and court costs if collected by an attorney or through court; and the said promissory note shall be secured

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J. H. Roberts
Calvin Kelley

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