STATE OF SOUTH CAROLINA AGREEMENT TO BUY AND SELL REAL ESTATE COUNTY OF GREENVILLE

THIS AGREEMENT mode and entered into this 19th day of February, 1974, by and between Gerald E. Davis, hereinafter referred to as "Seller", and Robert A. Reynolds, hereinafter referred to as "Buyer", whereby it is agreed as follows:

The Seller agrees to sell and Buyer agrees to buy the real estate hereinafter described on the following terms and conditions:

- (a) The sales price of \$21,477.26, of which amount the Buyer has paid to the Seller at and before the signing of these presents, the receipt whereof is hereby acknowledged, the sum of \$3,200.00, leaving a balance due on said purchase price in the amount of \$18,277.26;
- (b) The Buyer agrees to pay to the Seller monthly, commencing March 1, 1974, the sum of \$160.75, which sum the Seller agrees to receive in trust and apply monthly to the mortgage balance on that certain mortgage now held by Fidelity Federal Savings & Loan Association of Greenville, or in the alternative, the Buyer may at his election pay such amount monthly directly to Fidelity Federal Savings & van Association, it being understood and agreed that the amount of the monthly payment may from time to time change due to required deposits for the escrow account and the Buyer agrees that his payment will include the total amount of the monthly payment required to be paid to Fidelity Federal Savings & Loan Association; and,
- (c) The Buyer is to have possession of the premises by May 1, 1974, Seller agrees in the meantime to pay to the Buyer the sum of \$160.75 as consideration for the occupancy of the premises for the month of March and an equal amount for the month of April, payable on the 1st day of the month.

Buyer agrees to apply for assumption of the existing mortgage to Fidelity Federal Sayings & Loan Association or either to pay off such loan in full on or before March 1, 1975, and upon the approval of such assumption or the cancellation of such mortgage, the Seller agrees to deliver to the Buyer a good and sufficient warranty deed to the premises, subject only to such mortgage as may be assumed and to utility easements,