

W1014 10500

The State of South Carolina  
COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS: CHARLES E. UPCHURCH

..... have agreed to sell to undivided interest in  
Regency Manor Apartments, A Limited Partnership, a 15% certain lot or tract  
of land in the County of Greenville, State of South Carolina, containing 31.55 acres being  
shown and designated as Tract "A" according to plat entitled "Property  
of Ruby R. Graham, et al" and 15.12 acres being shown and designated  
as Tract 2 on plat of property of Regency Manor, more specifically  
described in Schedule A attached hereto and incorporated hereinto by  
reference.

and execute and deliver a good and sufficient warranty deed therefor on condition that it shall  
pay the sum of ..... Dollars in the following manner  
a \$1,151,869.83 note executed February 5, 1975 in connection with a  
Bond for Title for the remaining 85% undivided interest of the property  
described in Schedule A attached hereto, said Bond for Title recorded in  
the RMC Office of Greenville County in Deed Book 1014, Page 307  
until the full purchase price is paid, with interest on same from date at ..... 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 proceed-  
ings of any kind, then in addition the sum of a reasonable amount of dollars for attorney's fees, as is  
shown by ..... a 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 he shall be discharged in law and equity from all liability to make said deed, and may  
treat said Regency Manor Apartments, A Limited Partnership as tenant holding over after termination,  
or contrary to the terms of this lease and shall be entitled to claim and recover, or retain if  
already paid the sum of all sums paid to date on said note in which case said note  
shall then become null and void. dollars per year for rent, or x  
by way of liquidated damages, or may enforce payment of said note.

In witness whereof, I have hereunto set my hand and seal this 5th  
February A. D., 19 75.

In the presence of:

*[Signature]* .....  
*[Signature]* .....  
CHARLES E. UPCHURCH (Seal)  
..... (Seal)

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