

STATE OF SOUTH CAROLINA
COUNTY OF

LAND SALES CONTRACT

THIS AGREEMENT entered into between Larry D. & Carolyn E. Smith
hereinafter called PURCHASER, and Paul E.
Proffitt Jr., Trustee hereinafter called SELLER.

The Purchaser agrees to purchase and the Seller agrees to sell to
Purchaser that lot or lots of land known as 9.9 acres on French Road,
Greenville, County, South Carolina surveyed by Webb Surveying
and Mapping Co. and the Purchaser agrees to pay therefor the follow-
ing amount according to the following schedule: (Plt. Bk. 6R-91)

Total Purchase Price	\$10,000.00
Cash deposit (receipt acknowledged)	1,000.00
and the balance of	9,000.00

shall be paid in equal monthly installments of \$114.01 beginning
on the 15th day of August, 1978, and an equal amount on the same
day of each month thereafter until paid in full, together with interest on
the unpaid balance at the rate of 9% per annum to be computed and paid month-
ly, each payment to be applied first to interest and the balance to reduction
of principal, with privilege in the Purchaser to anticipate payment of
principal on any payment date without penalty. This is a ten year contract.

Upon payment in full of the amount above specified and upon the terms
herein contained, the Seller will convey to Purchaser fee simple title to the
described property, free of liens and encumbrances, except for restrictive
covenants which are recorded in the Office of R. M. C.
Greenville County and rights-of-way and easements
of record and as shown upon the subdivision plat.

If the Purchaser should fail to comply with the terms of this
Agreement or should fail to make payment as herein provided, Seller may
declare this contract breached and any payments theretofore made by Purchaser
on account hereof shall be retained by Seller as liquidated damages suffered
by Seller because of the withdrawal of this property from the market for
that period, expenses in connection with this sale and rental for the land.
This agreement shall be thereupon terminated and all parties shall be there-
after discharged from liability hereunder, not more than 30 days past due date.

Taxes shall be pro rated as of the date of this contract and Purchaser
agrees to promptly pay all taxes during the term of this Agreement. If the
Purchaser fails to pay all taxes when due, the Seller reserves the right to pay
the taxes and add the amount so paid to the balance of the contract and the
Purchaser agrees to pay the Seller the amount of the taxes within thirty (30)
days after notification by the Seller that the taxes were paid by the Seller.
This contract contains the entire Agreement and may not be changed orally.
There shall be no express or implied warranties other than those contained
herein. Property restricted to no junk yards or obnoxious
activities.

It is understood that this contract shall not be binding until signed
by an officer of the Seller and if it should not be signed by Seller within
thirty (30) days, then any deposit made by Purchaser shall be returned in
full. Use of this property is restricted to 2 homes or two mobile
homes, or one of each.

WITNESS our hands and seals this 26th day of July
1978.

In the Presence of:

Bernice Ball
Augustine O. Ball
Bernice Ball
Augustine O. Ball
Bernice Ball

Larry D. Smith (SEAL)

Purchaser

Carolyn E. Smith (SEAL)

Purchaser

Paul E. Proffitt Jr. (SEAL) TRUSTEE

Seller

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