

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

LAND SALES CONTRACT

THIS AGREEMENT entered into between Paul E. Proffitt, Jr.,  
Trustee, SELLER, hereinafter called ~~XXXXXX~~, and Raymond &  
Elizabeth P. Darnell, hereinafter called ~~XXXXXX~~ PURCHASER.

The Purchaser agrees to purchase and the Seller agrees to sell to  
Purchaser that lot or lots of land known as 6.676 acres on French Road,  
Greenville County, S.C., as 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-90)

Total Purchase Price	\$ <u>6,000.00</u>
Cash deposit (receipt acknowledged)	<u>600.00</u>
and the balance of	<u>5,400.00</u>

shall be paid in equal monthly installments of \$ 68.41 beginning  
on the 1st day of September, 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 red-  
uction 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 RMC  
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 two homes or two mobile  
homes or one of each.

WITNESS our hands and seals this 26<sup>th</sup> day of July  
1978

In the Presence of:  
Bernice Bell  
Josetina C. Bell  
Bernice Bell  
Josetina C. Bell

Raymond Darnell (SEAL)  
Purchaser  
Elizabeth P. Darnell (SEAL)  
Purchaser  
Paul E. Proffitt, Jr. (SEAL)  
Seller

TRUSTEE

57  
0.38

4328 RV.21