

The State of South Carolina
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
DEC 21 10 33 AM '79
S. TANKERSLEY
R.M.C.

KNOW ALL MEN BY THESE PRESENTS: Paula J. Stathakis
..... have agreed to sell to
J. A. Merck and Modena P. Merck a certain lot or tract

of land in the County of Greenville, State of South Carolina, All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the state of South Carolina, County of Greenville, being known and designated as Lot 68 of a subdivision known as Merrifield Park as shown on plat thereof dated October, 1967, prepared by C. O. Riddle and recorded in the RMC Office for Greenville County in Plat Book 000 at Page 177 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Chateau Drive, joint front corner of Lots 67 and 68 and running thence along the joint line of said lots, S. 88-20 E., 175 feet to an iron pin on line of Lot 69; thence along the line of that lot, S. 1-40 W., 120 feet to an iron pin on the northern side of Seabury Drive; thence along the northern side of Seabury Drive, N. 88-20 W., 150 feet to an iron pin; thence following the curvature of Seabury Drive at it intersects with Chateau Drive, the chord of which is N. 43-20 W., 35.4 feet to an iron pin on the eastern side of Chateau Drive; thence along the eastern side of Chateau Drive, N. 1-40 E., 95 feet to the beginning.

Block Book Ref. 540.5-1-31

and execute and deliver a good and sufficient warranty deed therefor on condition that Purchasers shall pay the sum of Sixty-Nine Thousand Nine Hundred & 00/100 Dollars in the following manner: Seventeen Thousand Eight Hundred Twenty-Seven and 53/100 (\$17,827.53) Dollars paid down in cash; Thirty-Seven Thousand Seventy-Two and 47/100 (\$37,072.47) Dollars balance due on mortgage due Fidelity Federal Savings and Loan Association; and Fifteen Thousand and 00/100 (\$15,000.00) Dollars payable at such time as the Merck home is sold.

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 proceedings of any kind, then in addition the sum of dollars for attorney's fees, as is shown by 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 Seller shall be discharged in law and equity from all liability to make said deed, and may treat said Purchasers as tenant holding over after termination, or contrary to the terms of lease and shall be entitled to claim and recover, or retain if already paid the sum of \$17,827.53 dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we have hereunto set our hands and seals this 20th day of December A. D., 19 79.

In the presence of:

James J. Mays (Seal)
Victor Pyle (Seal)
Paula J. Stathakis (Seal)
J. A. Merck (Seal)
Modena P. Merck (SEAL)

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