

The State of South Carolina
COUNTY OF GREENVILLE

REC'D JUN 17 PM '80
DEPT. OF REVENUE
GREENVILLE

VAL 1118

KNOW ALL MEN BY THESE PRESENTS: We, Donald R. Kirkland and Lois W. Kirkland

have agreed to sell to

Jesse Clyde Case and Evelyn W. Case a certain lot or tract

of land in the County of Greenville, State of South Carolina, Cleveland Township, known as and being Lots # 3 & 4 on plat of P. D. Jarrard property dated Oct. 26th, 1960, recorded in Plat Book 4C, page 129, with the following metes and bounds .

BEGINNING on a iron pin at the intersection of Geer Hwy . and Spring Court and running thence N. 81-06 E. 144 ft.; thence N. 59-20E. 85 ft.; thence S. 71-06 E. 25 ft.; thence S. 28-52 E. 100 ft.; thence S. 27-52 E. 93 ft.; thence S. 54-24 W. 197.2 ft.; thence N. 36-20 W. 285.3 ft. to the beginning. This being the same property conveyed to Horace Miller by deed of M. L. Jarrard, in book 976, page 697; and also the same conveyed to Donald R. & Lois W. Kirkland recorded in book 983, page 303, R.M.C. Office of Greenville County on September 6th, 1973, by deed of Horace Miller.

and execute and deliver a good and sufficient warranty deed therefor on condition that they shall pay the sum of Three Thousand Five Hundred and NO/100 Dollars in the following manner

a cash down payment of \$300.00; and a cash payment of \$75.00 on July 5th, 1979, and a like payment of \$75.00 cash on the 5th, day of each and every successive month thereafter until paid in full. Payments shall first apply to interest and then to principal.

until the full purchase price is paid, with interest on same from date at 8% per cent, per annum until paid to be computed and paid monthly, 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 10% of amount due dollars for attorney's fees, as is shown by a note of even date herewith. The purchasers. 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 within 120 days of when due this contract shall become null and void, due WE shall be discharged in law and equity from all liability to make said deed, and may

treat said Jesse Clyde Case & Evelyn W. Case as tenant holding over after termination, or contrary to the terms of said lease and shall be entitled to claim and recover, or retain if already paid the sum of the total amount paid in 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 hand S. and seal S. this 5th day of

June A. D., 1979.

In the presence of:

Jac. A. Phillips

Donald R. Kirkland (Seal)

Raymond J. Phillips

Lois W. Kirkland (Seal)

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