

GREENVILLE COUNTY S.C.

VOL 1175-905

FILED
OCT 19 1 22 PM '82

STATE OF SOUTH CAROLINA

REC'D
M.C. SLEY

BOND FOR TITLE

COUNTY OF GREENVILLE

This contract made and entered into by and between Walter F. Walden and Hugh M. Drake hereinafter referred to as the Sellers and Robert B. Moore hereinafter referred to as the Purchaser.

WITNESSETH

That in and for the consideration hereinafter expressed, the Sellers agree hereby to sell and convey to the Purchaser and the Purchaser hereby agrees to purchase that parcel of land situate, lying and being in the County of Greenville, State of South Carolina, as shown on a plat of property of Robert B. Moore which is recorded in the R.M.C. Office for Greenville County in Plat Book 9-6 at Page 70, which plat shows the property as Tract 14-A containing 10.0 acres on the northern side of Rabon Road, reference being had to said recorded plat for a more complete description.

In consideration for said premises, the Purchaser agrees to pay the Sellers a total of Seventeen Thousand and No/100ths (\$17,000.00) Dollars for said property as follows: Four Hundred (\$400.00) Dollars down as of the date of this Agreement with the balance of Sixteen Thousand Six Hundred (\$16,600.00) Dollars to be paid in Two Hundred Forty (240) monthly installments of One Hundred Fifty-eight and 28/100ths (\$158.28) Dollars each with each payment to represent its amortized share of principal and interest at the rate of Ten (10%) percent per annum with the first payment to be due one month from date. Both parties agree that purchaser may prepay at any time without penalty.

It is understood and agreed that the Purchaser will pay all taxes upon said property from and after the date of this contract and will insure all building improvements against loss for the price herein. Purchaser to furnish Sellers with a copy of insurance policy.

In the event any due installment is in arrears and unpaid for Thirty (30) days this contract shall, at the option of the Seller, thereupon terminate and any and all payments made by the Purchaser prior thereto, shall be forfeited by the Purchaser to the Sellers as rent for the use of said premises and as liquidated damages for the breach of this contract. Purchaser understands that timber and/or pulpwood is not to be cut from the property while there is a balance still owed to Sellers. This provision does not prevent reasonable clearing of underbrush and improving of the property.

Upon the payment of the purchase price set forth above, the Sellers do hereby agree to execute and deliver to the Purchaser a good, fee simple, general warranty deed to said property with dower renounced thereon. Any title defects or encumbrances to be cleared at the expense of the Sellers. In the event of any litigation, the violating party at fault shall be responsible for the other party's costs incurred in obtaining enforcement. This contract is binding upon the undersigned and their respective heirs, executors, administrators and assigns. Purchaser understands that the property is currently subject to a first mortgage which can be released when this contract is paid off.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18 day of October, 1982.

[Handwritten signature]

Walter F. Walden (SEAL)
WALTER F. WALDEN, Seller

[Handwritten signature]

Hugh M. Drake (SEAL)
HUGH M. DRAKE, Seller

[Handwritten signature]

Robert B. Moore (SEAL)
ROBERT B. MOORE, Purchaser

WITNESSES

(CONTINUED ON NEXT PAGE)

RECORDED
INDEXED
GREENVILLE COUNTY
SOUTH CAROLINA
OCT 19 1982

090

4328 RV-2