

MAY 19 3 14 PM '71

OLLIE FARNSWORTH  
R.M.C.

FORM No. 299—CONTRACT FOR SALE OF REAL ESTATE  
WALKER, EVANS & COBBWELL CO., CHARLESTON, S. C. REVISED 1941

THE STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

THIS AGREEMENT, made and concluded at Charleston in the State aforesaid,  
by and between Stanley G. Tate and Edward L. Denison as party of the first part,  
and Lyman G. Howell and Rilla M. Howell party of the second part:

WITNESSETH, That the party of the first part agrees to sell and the party of the second part agrees to buy, subject to the rights of tenants, the real estate described as follows, upon the terms and conditions set forth below:

DESCRIPTION OF PROPERTY

ALL THAT LOT, piece or parcel of land, situate, lying and being in the City of Greer, County of Greenville, State of South Carolina and located at the northwest corner of West Poinsett Avenue and Middleton Drive (sometimes referred to as New Street).

*Handwritten notes:*  
R.M.C.  
214'

MEASURING AND CONTAINING on West Poinsett Avenue approximately Two Hundred Fourteen (214') feet; on the east line on Middleton Drive Two Hundred Fifty (250') feet; ~~on the west line One Hundred Fifty Seven and Three Tenths (157-3/10) feet;~~ <sup>\*\*</sup> on the west line One Hundred Fifty Seven and Three Tenths (157-3/10) feet; and on the north line on a line running perpendicular to Middleton Drive approximately Two Hundred (200') feet. All of the said dimensions will be more clearly defined and delineated on a survey to be made and approved by the Greenville County Planning Commission. \*

\*\* amended to read: "on the west line two hundred fifty (250') feet;"

TERMS OF SALE

Forty Thousand and 00/100 (\$40,000.00) Dollars payable in cash on or before May 23, 1971.

It is understood and agreed that the premises herein being sold is part of a larger tract of land now owned by the sellers, and this contract is conditional on the approval of the Greenville County Planning Commission of the subdividing of this tract from the larger tract.

will be borne by the Sellers

It is further understood and agreed that the cost of the preparing the survey and obtaining the Planning Board approval will be borne by the sellers, the responsibility of the Purchasers, upon the delivery of a good and marketable title to the property above described.

*Handwritten initials:*  
R.M.C.  
2/4

The parties hereto agree that all taxes upon the real estate or to be levied in the calendar year, in which the deed is delivered, be pro-rated to date of delivery of deed as if levied for calendar year in which deed is delivered.

\* (Continuation of Description)

SAVING AND EXCEPTING such portion of said premises being triangular in shape and located at the extreme southeast corner of said premises, and indicated by broken lines on plat by Dalton & Neves Eng. Co. dated January 18, 1971 and recorded in the R.M.C. Office for Greenville County in Plat Book 17 Page 60 that the sum of ~~Four Hundred and 00/100 (\$400.00)~~ Dollars,

has been paid by the party of the second part to the party of the first part on account of the purchase price of the above described property it being expressly agreed that this amount shall be forfeited to

the sellers should default be made in

the payment of the balance of the purchase price upon the terms and conditions aforesaid.

The parties further covenant and agree, that this written instrument expresses the entire agreement between the said parties, and may be enforced by either by specific performance and there is no other agreement oral or otherwise varying or modifying the terms of this agreement.

WITNESS our Hands and Seals, this 11th day of March A. D. 1971

IN THE PRESENCE OF:

Don B. Symons (L. S.)  
Sam V. Argento (L. S.)  
Witnesses as to Lyman G. Howell and Rilla M. Howell:  
Margie B. Howell (L. S.)  
Mrs. Scott Rogers (L. S.)

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