

FILED
GREENVILLE CO S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

JAN 19 10 27 AM '83

Vol 1181 p 120

DONNIE S. TANKERSLEY
R.M.C. CONTRACT OF SALE

RECEIVED from David E. Burgess and Patricia J. Burgess (Purchaser)
this 18th day of January, 19 83, the sum of Two Thousand
and No/100 (\$ 2,000.00) Dollars on account
of purchase of the following described property:

ALL that piece, parcel or lot of land with all buildings and improvements thereon,
situate, lying and being on the southeastern side of Rainwood Drive in the Town of
Simpsonville, Greenville County, South Carolina, being known and designated as Lot No.
286 as shown on a plat entitled POINSETTIA, SECTION FIVE, made by Piedmont Engineers &
Architects dated July 19, 1974, recorded in the REC Office for Greenville County, South
Carolina in Plat Book 4-R at page 87. Deed recorded in Deed Book 1140, page 356 (tax
map parcel no. 318.2-1-62.

PURCHASE PRICE: Eighty Thousand Five Hundred and No/100
(\$ 80,500.00) Dollars.

TERMS AND CONDITIONS OF SALE: The binder (\$2,000.00) paid this date shall be held by
Gross & Gault Attorneys in an escrow account to be applied to the purchase price at
closing. The balance due of \$78,500.00, less Sellers closing costs, shall be paid in
full at closing. Closing shall be completed no later than June 1, 1983. However, it
is agreed that Sellers may remain in the house until July 5, 1983, during which time
after closing until vacating the property the Sellers shall pay Purchasers rent in
advance in the amount of \$450.00 per month, prorated daily for the exact number of
days Sellers remain in possession of the property.

18(899) 318.2-1-62 (NOTE)

Seller agrees to deliver a good and marketable title to the property above described and
title is to be conveyed by a good and sufficient warranty deed with dower renounced free
and clear of all encumbrances except as herein set forth. Seller shall pay for state
and county documentary stamps and preparation of deed. Purchaser agrees to notify seller
in writing of any defects in title as soon as reasonably possible and if title proves to
be not good and marketable, the seller is to make title good and marketable or insurable
and shall have a reasonable time from notification to do so. Sellers agree to supply at
their expense a termite and moisture damage certificate by a bonded exterminator, at or
before closing.

And upon tender of such deed the purchaser agrees to fully comply with the terms
of this Contract of Sale. All taxes, assessments, rents, etc. shall be prorated to date
of completion of sale.

Upon failure of the purchaser to comply with the terms hereof within the stipulated
time, the Seller to have the right to retain the amount this day paid and to enforce the
performance of this Contract according to Law. This Contract shall be binding upon the
parties hereto, their heirs and assigns.

The Parties hereto further agree that this written Contract expresses the entire
agreement between the parties, and shall be enforceable by either by specific performance
and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

WITNESS the parties hereto by their hands and seals in duplicate the date and year
first above written.

IN THE PRESENCE OF:

Phyllis C. Gray

Paul D. Gray

David E. Burgess (SEAL)
Seller

Patricia J. Burgess (SEAL)
Seller

David E. Burgess (SEAL)
Purchaser

Patricia J. Burgess (SEAL)
Purchaser

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the
within named seller(s) and purchaser(s) sign seal and their act and deed, deliver the
within written Contract of Sale, and that (s)he with the other witness above, witnessed
the execution thereof.

WITNESSED to before me this 18th
day of January, 19 83.

Paul D. Gray (SEAL)

Notary Public for South Carolina
Commission expires: 2/28/83

RECORDED JAN 19 1983 at 10:27 A.M.

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