

The State of South Carolina
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
OCT 1 10 01 AM '71
OLLIE FARNSWORTH
R. M. C.

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KNOW ALL MEN BY THESE PRESENTS: We, John Walter Egan, Jr., and Henry Clifton Egan, III, have agreed to sell to Susie Jackson McClenaghan a certain lot or tract

of land in the County of Greenville, State of South Carolina, being known and designated as Lot # 39 as shown on a plat of Lanneau Drive Highlands prepared by Dalton & Neves, Engineers, August, 1937, of record in the office of the R. M. C. for Greenville County in Plat Book D, Pages 288 and 289, and having, according to said plat, the following metes and bounds, to wit: BEGINNING at an iron pin on the southwestern side Ottoway Drive at the joint corner of Lots 38 and 39; running thence with Lot 38, S. 63-47 W. 150 feet to an iron pin in line of Lot 43; thence with the line of said lot N. 26-13 W. 50 feet to an iron pin at the joint rear corner of Lots 39 and 40; thence with the line of Lot 40, N. 63-47 E. 150 feet to an iron pin on the southwestern side of Ottoway Drive; thence with the Southwestern side of Ottoway Drive, S. 26-13 E. 50 feet to the point of beginning.

and execute and deliver a good and sufficient warranty deed therefor on condition that she shall at

closing pay the sum of Sixteen Thousand Five Hundred & no/100 Dollars to the following manner plus all closing costs, less, however, the sum by which the principal balance of the present mortgage loan on the property with Fidelity Federal Savings & Loan Association is reduced by monthly payments to be made by Susie Jackson McClenaghan from September 1, 1971, until closing, and she agrees to make said monthly payments,

~~until the full purchase price is paid with interest on same from date of~~ ~~with~~ ~~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 a reasonable amount ~~dollars~~ for attorney's fees, as is shown by her note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force.

Closing is to be held on or before January 31, 1972.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due we shall be discharged in law and equity from all liability to make said deed, and may treat said Susie Jackson McClenaghan as tenant holding over after termination, or contrary to the terms of a lease and shall be entitled to claim and recover, or retain if already paid the sum of One Thousand Five Hundred and No/100 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 29th day of September A. D., 1971

In the presence of:

Susie Jackson McClenaghan
W. F. K. K. K.

John Walter Egan, Jr. (Seal)
Seller
Henry Clifton Egan, III (Seal)
Seller