

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

RECORDING FEE

PAID \$ 2.00

SEP 20 4 19 PM

DONNIE S. TANKERS R.M.C.



33 VILLA ROAD, SUITE 102 GREENVILLE, S. C. 29607

509 NORTH MAIN STREET MAULDIN, S. C. 29662

Vol 1007 95 CONTRACT

229-7827 Greenwood

PURCHASE AND SALES CONTRACT

STATE OF SOUTH CAROLINA AGREEMENT made this

4 day of September, 1974 between Joe P. Austin, Purchaser,

and Charles Burns, Seller,

Purchaser agrees to buy, and seller agrees to sell, all that lot or parcel of land, with the buildings and improvements there-

on, if any, situated in Greenville County, State of South Carolina, and being located at and known as:

the Charles Burns property located on Riches Road - Greenville County, Greenville, SC, Map 596.3A-12 Block 1 - Lot 12

The purchase price is Seventeen Thousand Dollars (\$17,000) to be paid as follows: \$ 500 herewith which shall be held in trust by Real Estate Services, Agent, and \$ 1500 upon delivery of a deed as hereinafter provided, and

the balance as follows: \$15,000 - \$4831.64 to be assumed + balance of approx. 2nd mortgage of \$15,000.00 with 10.168.36 to be paid in the following manner: first mortgage is paid at 8% interest

The Seller agrees to convey the property by good warranty deed, free of encumbrances (except applicable restriction on month at 8% interest) venants, setback lines, easements, and zoning regulations, if any), lien or assessments on payment of the purchase price as above provided. Said deed shall have dower duly renounced and all stamps affixed thereto. The deed shall be delivered at

the office of to be specified and transaction closed on or before 10-4-1974

Possession of said premises will be given purchaser on or before 10-4-1974

Taxes, interest, water rents, lights and rents (as and when collected) shall be adjusted as of the date of the delivery of the deed. Insurance premiums shall be prorated or the insurance shall be cancelled, at purchaser's option.

In case the property herein referred to is destroyed wholly or partially by fire or other casualty, purchaser shall have the option for ten days thereafter of proceeding hereunder, with an agreed adjustment in the purchase price, or of terminating this agreement and being repaid all amounts paid hereunder.

The sale is conditioned upon Shetrock + Partical Board + enough Carpenter to complete kitchen Cabinets. Shingle will remain - Everything will remain except personal property

It is expressly agreed that upon the event of a default or failure on the part of the purchaser, to comply with the terms and conditions of this contract, that one-half of said deposit is to be paid to said broker not to exceed the commission due and the remaining portion of said escrow shall, at the option of the seller, be paid to the seller as liquidated damages. Upon default by the seller, if the purchaser elects to rescind this agreement, he shall be repaid all sums paid hereunder and in addition shall be reimbursed by the seller for his reasonable expenses of title examination.

This sale includes all personal property attached to the premises, fixtures and equipments therein, except/including

Broker acknowledges receipt of, but does not guarantee payment of check or checks accepted as earnest money. Broker shall deposit any earnest money/checks in escrow.

WITNESS the parties hereby by their hands and seals the day and year first above written.

In the presence of:

Witness as to Purchaser: [Signature] Joe P. Austin (L.S.)

Witness as to Seller: [Signature] Charles Burns (L.S.)

Witness as to Seller: [Signature] Sarah T. Burns

Witness as to Seller: [Signature]

Witness as to Seller: [Signature]

5900