

1. recording fee + name

JUN 1 3 12 PM '77

Philip Bradley, Inc. Realtors

VOL 1057 PAGE 756

PURCHASE AND SALES CONTRACT

STATE OF SOUTH CAROLINA

AGREEMENT made this 27th day of May 19 77 between

Michael F. Jaskwich

Purchaser and

Jacob C. Bowman AND SHIRLEY J. BOWMAN

Seller.

Purchaser agrees to buy, and seller agrees to sell, all that lot or parcel of land, with the buildings and improvements thereon, if any, situated in Greenville County, State of South Carolina, and being located at and known as:

3.45 acre lot Huntington Estates fronting on Raven Road and Huntington Road. Tax Map 547.4 - 1 - 70.1

The purchase price is twenty five thousand \$25,000.00 less \$500.00 earnest money held in trust by PHILIP BRADLEY, INC., REALTORS, agent, and \$9,500.00 upon delivery of a deed as hereinafter provided, and the balance by purchaser securing a (of \$15,000.00) to be financed by seller for 1 year at 8 1/2% in the approximate amount of payable in full with interest on July 1, 1978. for a year period. Should this loan be unobtainable all monies held in escrow shall be refunded to purchaser.

The Seller agrees to convey the property by good warranty deed, free of encumbrances (except applicable restriction covenants, 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 Ada Fisher and transaction closed on or before July 1, 19 77. Possession of said premises will be given purchaser on or before date of closing.

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 seller to provide purchaser with a current certificate of termite inspection and if treatment is required cost to be at seller's expense and seller to locate and make visible all corner stakes or if unable to do so seller to pay for a survey. This contract is subject to purchaser being able to secure a septic tank permit.

Contract is contingent upon purchase of second mortgage in the amount of \$12,500.00 with payment terms set forth above.

A commission of 10% of the sales price to be paid by seller at closing to: Phillip Bradley, Inc. It is expressly agreed that upon the event of any 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.

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, per South Carolina Real Estate Commission Statutory Authority -- Sect. on 56-1545.4 - South Carolina Code 1962-21-A.

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

In the presence of: Patricia Alden Smith (WITNESS AS TO PURCHASER), Kathleen G. Smych (WITNESS AS TO PURCHASER), Whitt A. Seibert (WITNESS AS TO SELLER), Jacob C. Bowman (SELLER), Shirley J. Bowman (SELLER).

Probate

4328 RV-21