

FILED

The State of South Carolina, County of Greenville

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Land Contract

JAN 13 2 01 PM '83

KNOW ALL MEN BY THESE PRESENTS: ^{DONNIE S. TANKERSLEY} James Douglas Vaughan

have agreed to sell to Russell E. Cooper a certain lot or tract of land in the County of Greenville, State of South Carolina, Tract 8 containing three (3) AC. Joining Francis E. Cooper on the east 751.83 ft. 50 ft. along center of Fountain Inn- Fairview Rd., T2Ean 864.34 ft N37-23W to iron pin. Than 295 ft. N80-21E to iron pin.

and execute and deliver a good and sufficient warranty deed there for on condition that Buyer shall pay the sum of \$7,500.00 Seventy Five Hundred----- Dollars in the following manner \$1,500.00 down, Balance of \$6,000.00 to be financed by seller for 7 years at 12% interest. Monthly payments of \$105.96 due on 1st. of each month for 84 months. until the full purchase price is paid, with interest on same from date at 12% per cent, per amortize until paid to be computed and paid monthly, 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 attorney's fees. The purchaser agrees to pay all taxes to seller for said property.

PURCHASER shall have the right to prepay the unpaid balance at any time without penalty after two (2) years.

PURCHASER shall not encumber or pledge for a debt, the property described without the written permission of the seller.

PURCHASER further agrees that from and after the date of acceptance of this Contract, he will assume all risk of loss, injury or damage by any means whatsoever to said lot or to persons or property thereon, and hold SELLER and its assigns harmless therefrom. Such assumption or risk is a covenant that shall survive the same and purchase and shall be binding upon the successors to BUYER in title to said lot and shall not be deemed to have been merged in the above mentioned deed.

This Agreement shall bind and inure to the benefit of the parties hereto and their successors, heirs and assigns.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due monthly shall be discharged in law and equity from all liability to make said deed, and may treat said BUYER as tenant holding over after termination, or contrary to the terms of land lease and shall be entitled to claim and recover, or retain if already paid the sum of \$1500.00 down plus \$105.96 dollars per month for rent, or by way of liquidated damages, or may enforce payment of said rate.

In witness whereof, James Douglas Vaughan have hereunto set hand and seal this 25 day of Feb. A.D., 1981

In the presence of: Russell E. Cooper (Seal)(Buyer) James Douglas Vaughan (Seal)(Seller) Donnie S. Tankersley (Seal)(Seller)

Restrictions on this contract and said deed are as follows:

- 1- All houses are mobile homes shall be under pinned.
 - 2- All barns or sheds be not closer to road than front of dwelling.
 - 3- No junk cars or trucks or other junk or trash may be leaf on property over 60 days.
 - 4- No business will be operated on said property.
 - 5- no pigs-hogs on property except one per ac. of confinement.
- Horses, cattle permmitted one per ac of confinement.

L/S Russell Cooper Date 2-23-81 Witness James Douglas Vaughan

PT. DIVIDED
23(50) 568.4-1-21.2 -> 3.Ac
OUT of 568.4-1-21

RECEIVED

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DOCUMENTARY
STAMP
02.40

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