

STATE OF SOUTH CAROLINA)

CONTRACT OF SALE

COUNTY OF DARLINGTON)

THIS CONTRACT OF SALE (this "Agreement") is made and entered into between THE CITY OF HARTSVILLE, hereafter PURCHASER and JESSICA AVANT, GINGER AVANT, AND A. STEVEN AVANT hereafter SELLER.

WITNESSETH

In consideration of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to enter this Contract of Sale on the subscribed below.

DESCRIPTION OF PROPERTY

PURCHASER agrees to buy, and SELLER agrees to sell, that lot or parcel of land, situated in Darlington County, State of South Carolina, and being described as follows:

TAX MAP NUMBER: 056-06-02-084

ADDRESS: 219 S FOURTH STREET

DESCRIPTION: All that piece, parcel, or lot of land, together with the buildings and improvements, thereon, situate, lying, and being in the City of Hartsville, County of Darlington, State of South Carolina, and being more particularly described in a plat of lands prepared by Lind, Hicks, & Assoc., Surveyors, dated August 31, 1988, and recorded in the office of the Clerk of Court for Darlington county in Plat Book 120 at page 85; said lot measuring and being bounded as follows:

NORTHEAST: By lot now or formerly of Morrell, a distance of 50.10 feet;

SOUTHEAST: By lot of Monsour and Saleeby, a distance of 150.28 feet;

SOUTHWEST: By 4th Street, a distance of 50 feet; and

NORTHWEST: By lot of Cargil, Inc., a distance of 150 feet.

This being the same property conveyed unto A. Steven Avant and Ginger Avant by deed of Robert H. Ruthven, recorded on May 10, 2005 in Deed Book 1038 at Page 5065, in the Office of the Clerk of Court for Darlington County, South Carolina.

Also, this being the same property conveying a 46.15% interest to Jessica Avant by Deed of A. Steven Avant and Ginger T. Avant (who retained a 53.85% interest), recorded on July 10, 2007 in Deed Book 1049 at Page 4896 in the Office of the Clerk of Court for Darlington County, South Carolina.

CONSIDERATION AND TERMS OF PAYMENT

PURCHASE PRICE is One Hundred Sixty Thousand and no/100 (\$160,000.00) Dollars, which is to be paid to SELLER upon delivery of deed at the closing.

OTHER TERMS

1. CONDITION OF SUBJECT PROPERTY "AS IS-WHERE IS"

The subject property is being sold by the SELLER to the PURCHASER under a Quit-Claim Deed in an 'AS IS, WHERE IS" CONDITION.

2. CONVEYANCE OF TITLE

Upon payment of the full amount of the PURCHASE PRICE, the seller shall convey unto the PURCHASER a Deed to the subject PROPERTY, free of encumbrances except as herein stated, and with stamps affixed thereto. The said deed shall be delivered to the PURCHASER at the office of Sweeny Wingate and Barrow, closing agent for the PURCHASER.

3. RENTERS

The renters that occupy this property shall be out of the property prior to the closing.

4. CLOSING

This transaction shall be closed by end of February 2017.

5. OTHER CONDITIONS

SELLER shall pay all closing costs and payment of any property taxes pro-rated to the day of closing; as well as any title examination on behalf of PURCHASER, recording the deed of transfer, and any premises inspections desired by PURCHASER.

6. RECITALS

This agreement is entered by the parties for good and valuable consideration, which is hereby acknowledged as being adequate; this agreement is entered by the parties of their own free will and accord, and is binding upon their heirs, executors, administrators, successors, and assigns.

The parties hereby set their hands and seals this _____ day of _____, _____.

JESSICA AVANT, SELLER

(L.S.)

WITNESS AS TO SELLER By: JESSICA AVANT, PROPERTY OWNER

WITNESS AS TO SELLER By: GINGER T. AVANT, PROPERTY OWNER

WITNESS AS TO SELLER By: A. STEVEN AVANT, PROPERTY OWNER

CITY OF HARTSVILLE, PURCHASER

(L.S.)

WITNESS AS TO PURCHASER By: NATALIE M. ZEIGLER

Its: CITY MANAGER

Attest: City Clerk