

MAR 13 4 00 PM '69

OLLIE FARNSWORTH  
R. M. C.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

CONTRACT FOR DEED

THIS AGREEMENT made and entered into this 10th day of March 19 69, by and between Paul L. & Shirley M. McCreight of Greenville County, South Carolina, hereinafter called the Seller, and Donald E. & Juanita P. Fooshe hereinafter called the Buyer.

WITNESSETH: The Seller hereby contracts and agrees to sell to the Buyer, and the Buyer hereby agrees to buy at the price and at the terms hereinafter set forth, the following described lot or parcel of land situate in the County of Greenville, State of South Carolina being described as follows:

LOT No. 49 STREET East Lee Road  
as shown on plat of Colonial Hills Subdivision, which plat is duly recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "FFF" at page 102, reference to which is hereby made for a more complete description; the said property is subject to certain restrictive covenants which are recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_.

The purchase price which the Buyer shall pay for the said lot is the sum of \$ 15,950.00, which sum shall be paid as follows: \$ 565.00, in cash, the receipt of which is hereby acknowledged; and the balance shall be paid in monthly installments of \$ 109.87 each, beginning one month from the date of this Contract. The deferred payments to bear interest at the rate of seven <sup>\*\*</sup>(7%) per cent per annum, ~~with rate on unpaid balance due and payable~~  
~~XX~~  
at the option of the Seller.

~~All deferred payments are to be made at the offices of Mann & Briscoe, Attorneys  
192 Lawyers Building, Greenville, S. C. Telephone No. 233-0369.~~

The Buyer further agrees to pay prorated taxes on the real estate in question for the current year by the first day of December of the current year. Thereafter the Buyer agrees to pay all real estate taxes thereon by December 1st of each year.

Upon full payment of said purchase price of said property and interest thereon as the same becomes due and payable, the Seller covenants to convey the said property or cause the same to be conveyed to the Buyer or his assigns, by deed with general warranty, free and clear of all liens and encumbrances, save and except taxes not now due and payable and subject to the reservations and conditions set forth herein and on said plat.

The Buyer agrees to pay the said purchase price of said property in the manner and at the time above set forth, time being declared of the essence of this contract, and in the event of thirty (30) days default by the Buyer in making any of the payments herein provided for, then, at the option of the Seller all rights and interests of the Buyer under this agreement may thereupon be declared terminated by the Seller, and in such event all money paid by the Buyer under the provisions of this agreement may be retained by the Seller as rental or liquidated damages of said property, and said contracts shall thereafter be cancelled, or the Seller may take and enjoy any other remedy which may be proper in the premises.

This contract is executed by the Buyer with the understanding and agreement that the property hereindescribed has been inspected by the Buyer, or his duly authorized agent, and has been purchased by the Buyer solely as the result of such inspection, and the agreement herein contained, and not upon any inducements, representations, agreements, conditions or stipulations by any person whatsoever not fully set forth herein, and this Contract for Deed embodies the entire agreement between the Seller and the Buyer relative to the property described herein.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

POSSESSION TO BE DELIVERED BY APRIL 1969

\*\*\$80.84 of the monthly payment will be paid on the first mortgage which bears interest at 6 3/4% and the remaining \$29.03 will be paid toward the purchase price until \$2500.00 is paid, at which time the Seller will convey the above property to the Buyer.  
Witness: Paul L. McCreight (LS)  
Seller: Shirley M. McCreight  
Donald E. Fooshe (LS)  
Buyer: Donald E. Fooshe  
Juanita P. Fooshe (LS)  
Buyer

Purchasers have right to anticipate payment in full without penalty, and Seller will deed the property to the Purchaser in five (5) years and make a mortgage for the remaining balance in the event there is an unpaid balance at that time.

Donald E. Fooshe  
(CONTINUED ON NEXT PAGE)

As this addition:

Paul L. McCreight  
Shirley M. McCreight

For Acknowledgment to the Clerk of the Board of Ed. Lee R. S. M. Book 188d Page 115