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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY  
R.M.C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

CONTRACT FOR DEED

THIS AGREEMENT made and entered into this 10th day of September, 1973, by and between Alvin Trammell of Greenville County, South Carolina, hereinafter called the Seller, and Harold H. Brooks and June L. Brooks, 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 1, Cunningham Circle as shown on plat of Cunningham Acres, which plat is duly recorded in the RMC Office for Greenville County, S. C., in Plat Book 4N at Page 73, reference to which is hereby made for a more complete description. Said property is subject to restrictive covenants and such easements and rights of way as appear of record or on the premises.

The purchase price which the Buyer shall pay for the said lot is the sum of \$49,950.00, which sum shall be paid as follows: \$9,950.00 in cash, the receipt of which is hereby acknowledged; and the balance shall be paid in monthly installments of \$308.73 each, beginning October, 1973, the deferred payments to bear interest at the rate of eight per cent (8%) payable monthly, with payments to be applied first to interest and balance to principal.

All payments are to be made payable to Alvin Trammell.

The Buyer agrees to pay real estate taxes on the property for 1973, and the Seller is to pay his pro rata share. Thereafter, the Buyer agrees to pay all real estate taxes on the property.

The Buyer agrees to use diligent efforts to refinance the balance due and owing the Seller, using a Savings & Loan Association or other lending institution as soon as financing is available in Greenville, South Carolina. Seller agrees to pay closing costs on the refinancing up to \$1,000.00. If the closing costs are less than \$1,000.00, then the balance will be refunded to the purchaser at closing. Juanita Groff Real Estate Company will be paid a real estate commission of \$1,468.50 at the time of closing of the refinancing. The amount to be refinanced will be the balance due and owing at that time on the \$40,000.00 financed under this Contract for Deed.

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 sixty (60) days default by the Buyer in making any of the payments herein provided for, then, at the option of the Seller all rights and interest 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 Contract shall thereafter be cancelled, or the Seller may take and enjoy any other remedy which may be property in the premises.

The annual percentage rate of this Contract is eight percent (8%).

THOMAS C. BRISSEY  
Attorney at Law  
110 Monty Street  
Greenville, S.C. 29601

The Buyer may rescind or cancel this Contract without any penalty or obligation and receive a full refund by notifying the Seller in writing at Rt. 5, Edwards Hill Road, Taylors, S. C., within three (3) business days from the date of this Contract.

(continued on next page)

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