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GREENVILLE CO. S. C.
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STATE OF SOUTH CAROLINA
COUNTY OF Greenville, S.C.

CONTRACT FOR SALE

THIS AGREEMENT made this _____ day of July, 19 74 by and between Sunnual, Inc hereinafter referred to as Seller, and Willie A. and Cornelia A. BARR hereinafter referred to as Purchaser.

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained and the cash deposit herein specified, the Purchaser agrees to purchase and the Seller agrees to sell to the Purchaser the Following described Real property: ~~Lot~~ Tract of 3.25 Acres more or less Section Lot 1 Brigmond in Subdivision

The Purchaser agrees to pay for said lot or lots the following amount according to the following schedule:

1. Cash Price _____ $ 7576.00 (1)
2. Cash down payment _____ $ 491.00 (2)
3. Unpaid balance of cash price (Item 1, less Item 2) _____ $ _____ (3)
4. Amount financed _____ $ 7085.00 (4)
5. **FINANCE CHARGE** _____ $ 8585.00 (5)
6. **ANNUAL PERCENTAGE RATE** 8% ALL-ON ~~APR~~ 13.11 % (8)
7. Total of payments (sum of Items 4 and 5) (Specified balance) _____ $ 15,670.00 (7)

The above specified balance (total of payments) shall be paid in 180 monthly installments of $ 87.00 beginning on the 15 day of August, 19 74 and an equal amount to be paid on the same day of each successive month thereafter until paid in full, which sum includes interest which has been computed and included in the specified balance above. Each payment is to be applied first to interest and the balance to reduction of principal. Purchaser shall have the privilege of prepaying the unpaid balance on any payment date provided that in the event this obligation is prepaid in full prior to maturity an acquisition charge of $15.00 will be deducted from the finance charge and the unearned portion of the remaining finance charge, if any, shall be computed according to the Rule of 78th's (Sum of Digits Method). If an installment due under this obligation is in default for more than ten (10) days, Purchaser agrees to pay a delinquency charge of five (5%) per cent of the payment or $5.00 whichever is less. If the Purchaser shall fully and completely perform all of his obligations herein set forth, upon payment of the above specified amount, the Seller will convey to the Purchaser fee simple title to the above mentioned property free of liens and encumbrances except for the restrictive covenants contained in the instrument _____ recorded in the office of the Clerk of Court for _____ Co. in Deed Book _____ at page _____ and such rights of way and easements as may be of record or as shown upon the subdivision plat recorded in the office of the Clerk of Court for _____ Co. in Plat Book 4-R, page 89

In addition, the Purchaser agrees as follows:

(a) To pay all taxes and assessments that may be legally levied or imposed upon said property subsequent to the year ____

(b) To keep grass, weeds, shrubbery and other such materials cut, trimmed and pruned so as to enhance the appearance of their own property and the subdivision as a whole;

(c) To refrain from playing radios, phonographs, televisions, musical instruments or other such appliances in a loud or noisy manner so as to distract any neighbors;

(d) No liens of any kind will be placed upon the property of the Purchaser;

(e) No trash, junk, abandoned vehicles or other such unsightly debris will be kept or allowed to accumulate upon said premises;

(f) To keep and maintain the premises in a clean and sanitary condition and to keep and maintain the property in good repair;

(g) To refrain from abuse of the property and restrain any others from abuse of the property.

IN THE EVENT that the Purchaser fails to make any monthly payment as required by this contract, or to perform any other covenants and agreements hereunder required to be performed by him, then at its option, the Seller shall be entitled to retain any and all payments made to it by the Purchaser as a rent for said property and damages sustained by the Seller; and upon written notice being given to the Purchaser by the Seller following Purchaser's breach of this contract, the Purchaser shall immediately vacate the premises, and upon his failure to do so, the Seller may bring an eviction against the Purchaser, the cost of which shall be paid by the Purchaser, which action shall be in addition to any and all other legal or equitable remedies available to the Seller.

IT IS FURTHER AGREED that upon the deeding of this property to the Purchaser, the Purchaser will pay or reimburse the Seller for the cost of preparation of the deed and such documentary stamps as may be required by law.

IT IS FURTHER AGREED that time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, successors, executors, administrators and assigns of the respective parties.

NOTICE TO PURCHASER:

1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.

2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE, SAID REFUND, IF ANY, TO BE COMPUTED AS HEREIN ABOVE SPECIFIED.

4. THE SELLER RESERVES THE RIGHT TO ASSIGN THIS CONTRACT TO A BANK AND IN THE EVENT OF ANY SUCH ASSIGNMENT, PAYMENTS REQUIRED HEREUNDER WILL BE MADE BY THE PURCHASER TO SAID BANK.

5. AT ANY TIME DURING THE LIFE OF THIS CONTRACT, BUYER WILL, IF REQUIRED BY SELLER, TAKE TITLE TO SAID LOT(S) (BY ACCEPTING DELIVERY OF A GENERAL WARRANTY DEED) AND SIMULTANEOUSLY THEREWITH EXECUTE AND DELIVERY TO SELLER, ITS SUCCESSORS OR ASSIGNS, A PROMISSORY NOTE IN THE AMOUNT OF THE BALANCE THEN DUE UNDER THIS CONTRACT AND AS SECURITY FOR THE REPAYMENT OF SAME EXECUTE AND DELIVER A REAL ESTATE MORTGAGE COVERING SAID LOT(S).

IN WITNESS WHEREOF, the parties to these presents hereunto set their hands and seals the day and year above written.

IN THE PRESENCE OF:

Virginia Garrett

[illegible]

Sunnual, Inc. (SEAL)
BY: Ronald A. Simmons, Pres.
Seller

Purchaser Willie A Barr (L.S.)

Purchaser Cornelia A. Barr (L.S.)

PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT WHICH WAS COMPLETELY FILLED IN PRIOR TO PURCHASER'S SIGNING SAID AGREEMENT.

PURCHASER

PURCHASER'S ADDRESS

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