AGREEMENT

E #80 //

THIS AGREEM RANDOLPH L. SCOTT, as ville, South Carolina. THIS AGREEMENT between THEODORE J. SOUCIE, as Seller. and RANDOLPH L. SCOTT, as Buyer, made this 8th day of June, 1979 at Green-

WITNESSETH:

WHEREAS, by deed of even date herewith Theodore J. Soucie, individually and as Executor of the Estate of Emma D. Soucie has conveyed property known as Lot No. 4 Judson Mills Village Section 2, Block G on 20th Street, Greenville County, South Carolina to Randolph L. Scott in which property Theodore J. Souci has reserved a life estate, subject to the fee simple ownership in remainder to Randolph L. Scott upon the date of death of Theodore J. Soucie, and the parties wish to more particularly describe their rights and liabilities in the life estate of Theodore J. Soucie in said property.

NOW, THEREFORE, for and in consideration of the premises Theodore J. Soucie, as Seller, and Randolph L. Scott, as Buyer, do hereby covenant and agree as binding upon themselves, their heirs, assigns, executors and administrators as follows:

- 1. Theodore J. Soucie shall have the right to own, occupy and possess the above mentioned property for and during the period of his entire lifetime. Randolph L. Scott shall as soon as possible cause certain repairs to be made to said property at an estimated cost of \$ 50000, of the nature agreed upon between the parties. Theodore J. Soucieand Randolph L. Scott will be required to obtain a loan on said property, all payments on which will be made by Randolph L. Scott for the purposes of financing said improvements. Both parties agree to execute a note, mortgage and such other documents as may be necessary or desirable to obtain said loan to complete said repairs and renovations.
- Theodore J. Soucie shall be entitled to reside in said property during his lifetime rent free and during his occupancy shall not commit waste upon the property and will keep and maintain said property in a proper manner.
- 3. All taxes and insurance on said property will be paid for by Randolph L. Scott and well as the loan payments above provided for. Routine repairs and maintenance will be made by Theodore J. Soucie,
- 4. In the event that Theodore J. Soucie should abandon said property as a home, he shall be entitled to rent said property to such tenants and upon such terms and conditions as shall be mutually acceptable to both Theodore J. Soucie and Randolph L. Scott, and during the period of any such rentals or tenancy, all rentals shall be payable to Theodore J. Soucie for and during his entire lifetime.
- 5. Upon the death of Theodore J. Souc Psaid property shall be owned outright and in fee simple in its entirety by Randolph L. Scott, his heirs and assigns, in which event any interest retained in said property by Theodore J. Soucieshall be extinguished.
- 6. In the event of the loss or destruction of said property in part any insurance proceeds shall be used to repair the same for the benefit of the parties as above set forth and in the event of the total loss or destruction of said property through fire or other casualty, the proceeds of any insurance on said property shall become impressed with the life estate in favor of Theodore J. Souce, said funds upon the death of Theodore J. Soucie to become the property of Randolph L. Scott. Except to the extent of any proceeds of insurance

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