

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE )

FILED CONTRACT FOR DEED

THIS AGREEMENT made and entered into this 31st day of August 1984, by and between Deo. of Ware Place Inc. of Greenville County, South Carolina, hereinafter called Seller, and John E. Burns & Kathleen M. Clark hereinafter called 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:

Tract(s) 1-2 & 3 as shown on a plat prepared by T. H. Walker, RLS. The total acreage is 10. A copy of the plat is attached hereto and made a part of this contract.

The purchase price which the Buyer shall pay for the said property is the sum of \$15,000.00, which sum shall be paid as follows:

Buyer has paid a total of \$3,000.00 down. Seller is financing the remaining \$12,000.00 on this contract for deed for ten years at 13% interest. Monthly payments to be \$179.28, beginning October 15, 1984 and on the 15th day of each month thereafter until paid in full. This property is subject to the restrictions attached hereto and made a part of this contract.

All payments are to be made payable to Ed Dean, P.O. Box 247, Simpsonville, So. Car. 29681.

The Buyer further agrees to pay prorated taxes on the real estate described herein 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 15th of each year. A fee of \$10. per year will be added for handling said taxes until this contract is paid in full.

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.

This contract cannot be assigned without the written consent of the seller herein.

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 fifteen 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 proper in the premises. In such case the Buyer will be responsible for any attorney's fees.

There will be a ten dollar late charge for any payment not received on or before the 20th day of each month. The annual percentage rate of this Contract is 13%.

This Contract is executed by the Buyer with the understanding and agreement that the property herein described 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 and the Buyer acknowledges receipt of a copy of this Contract for Deed. The water line presently installed from Charles H. Thompson's to his father's house will have a 15 ft. right-of-way.

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

WITNESSED:

Ed Dean for. (L.S.) Seller PRES. DEO. OF WARE PLACE INC.

Barbara M. Dean

John E. Burns (L.S.) BUYER

Kathleen M. Clark (L.S.) BUYER

PERSONALLY APPEARED the undersigned witness and made oath that (s)he

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(Note) 5-571.2-1-1.2

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