

Standard Form
Agreement for Deed

THIS AGREEMENT, Made the 2nd day of May 1968,
By and between NORTH AMERICAN ACCEPTANCE CORPORATION, a Georgia Corporation,
hereinafter called "Seller", and J. W. Horn
and wife Wattie Horn
hereinafter called "Buyers".

WITNESSETH:

That if the Buyers shall first make the payments and perform the covenants hereinafter mentioned on their part to be performed, the Seller covenants and agrees to convey to the Buyers, their heirs or assigns, all of its right, title and interest in and to the property situated in the County of Greenville and State of South Carolina known and described as follows, to-wit:

All that piece, parcel, or lot of land situate lying and being in Taylors, County of Greenville, South Carolina, on the North side of U. S. Highway 29, and being known and designated as Lot No. 14 and a portion of Lot No. 13 as shown on a plat of property of V. W. Crowder, and recorded in the R. M. C. Office for Greenville County in Plat Book T, at page 91, and being more particularly described from said plat and by a recent survey by J. C. Hill, dated February 9, 1954, as follows:

BEGINNING at an iron pin on the North side of Highway 29 on the corner property of F. J. Moore, thence running with the line of said Highway No. 29, N. 87-15 W. 45 feet to an iron pin corner of Lot No. 15; thence with the line of said Lot N. 320 E. 228 feet to an iron pin; thence N. 86-45 E. 30 feet to an iron pin in the line of property of F. J. Moore; thence S. 0-35 E. 230 feet to the point of beginning.

This being the same property conveyed to Toy Batson by Deed recorded in the Office of the R. M. C. for Greenville County in Deed Book 631, at page 137.

provided, however, that where the property which is the subject of this Agreement is subject to an equity of redemption, such redemptive right shall be superior to this Agreement, said Agreement being made specifically under and subject to any right of redemption.

The Buyers promise and agree to pay to the Seller a down payment of \$ 100.00 at the signing of this Agreement, receipt of which is acknowledged, and \$ 52.50 per month for 144 months payable on or before the 15th day of each and every month, beginning June 15, 1968, until all of the installments are paid in full. Payments are to be mailed to: North American Acceptance Corporation, P.O. Box 7647, Station C, Atlanta, Georgia, 30309.

The Buyers agree to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land after the date of this Agreement. If Buyers fail to pay such taxes, special assessments and insurance or make necessary repairs, Seller may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may at the election of Seller, be added to the last installment due hereunder, together with interest thereon at the highest legal rate.

In case of the failure of the Buyers to make any of the payments herein designated, or any part thereof, or fail to perform any of the covenants on their part hereby made and entered into for a period of ten (10) days after notice, this Agreement shall at Seller's option be terminated, and the Buyers shall forfeit all payments made by them on this agreement, and such payments shall be retained by the Seller in full as part of the purchase price of the land to the time of default, and the Buyers shall be deemed to be in default of the agreement after the expiration of a year; and the Seller shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor. Notice to quit and of forfeiture are each hereby waived, if allowed by law.

It is agreed that the Buyers shall have the privilege of paying in advance the unpaid installments on this agreement, and the same shall be credited to the Seller.

(S.W. 1/4)

0 7 8 3

4328 RV-2