

Recording Instructions:
Grantor Index: Owner(s)
Grantee Index: Metropolitan Sewer Subdistrict

GREENVILLE CO. S.C.

BOOK 1600 PAGE 910

APR 5 11 12 AM '83
DONNIE S. HANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

REVISED PARTIAL PAY
AGREEMENT
No 128 --2

Whereas, the undersigned Owner(s) have received a permit from The Metropolitan Sewer Subdistrict, 294 South Pleasantburg Dr., Greenville, S. C. 29607 (the "Subdistrict") for a sewer tap to serve the following described property (the "Property"):

P24 3 15

100 Bane Rd

Piedmont Park

; and

Whereas, payment for said sewer tap is now due in full, but Owner(s) have requested that they be allowed to pay the tap fee in installments, and the Subdistrict has agreed to such request, subject to the terms and conditions of this Agreement,

Now, therefore, it is covenanted and agreed as follows:

(1) The total tap fee currently due from Owner(s) to the Subdistrict for the Property is \$ 600.00.

2. Owner(s) agrees to pay said tap fee in installments as follows:
(a) \$ 20.00 paid upon the signing of this agreement and (b) the balance of \$ 580.00 together with interest thereon at the rate of eight(8%) percent per annum computed from the date of this agreement to be paid \$20.00 per month

All such payments shall be applied first to interest accrued and then to the outstanding principal balance. Each payment shall be made when due at the business office of the Subdistrict in Greenville, S. C. or at such other place as the Subdistrict shall direct in writing.

(3) If the tap fee to be paid under this agreement or any installment or interest payment is not paid when due, then the Subdistrict or its successors or assigns or any other appropriate agency shall be entitled to exercise, at its option, any or all of the following rights and remedies in addition to such other and further remedies as may be available to it under applicable law:

(a) to declare the entire unpaid balance of the tap fee immediately due and payable together with interest at the rate of eight (8%) percent per annum which interest shall continue to accrue until full payment is made;

(b) to declare this agreement null and void in which event all sums paid prior to the default in payment shall be liquidated damages to the Subdistrict and all permits for sewer connection to the Property shall be revoked; and

(c) to disconnect the sanitary sewer connection serving the Property.

(4) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns. The obligation for payment of the tap fee according to the schedule set forth herein shall run with the Property and shall constitute a continuing obligation of all successors in title to the property until paid in full, including all interest which may be due. In the event it becomes necessary to turn the collection of any balance in default over to an attorney, then a reasonable attorneys fee shall be added to the amounts due under this Agreement and may be collected as a part thereof.

(5) Owner(s) acknowledge receipt of a copy of this Agreement.

Witness our hands and seals this 4 day of March, 1983.

In the Presence of:

Barbara Hinson

Robert Phillip Turner

Robert Phillip Turner

Barbara Hinson

OWNER(S)

Richard J. Hawkins
Type or Print Name: Richard Hawkins

Janice A. Hawkins
Type or Print Name: Janice Hawkins

Type or Print Name: _____

METROPOLITAN SEWER SUBDISTRICT

By: Lawrence C. Ashmore
Title: General Manager

2 AP 5 25 1146

4328-112

9 9 9

4328-112