

STATE OF SOUTH CAROLINA ) 22 3  
COUNTY OF GREENVILLE ) CONTRACT FOR DEED

THIS AGREEMENT made and entered into this 17th day of September, 1975, by and between A & B Properties, Inc. of Greenville County, South Carolina, hereinafter called Seller, and James F. Garrett, 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:

4.741 acres on the northwestern side of Crosscreek Lane

The purchase price which the Buyer shall pay for the said property is the sum of \$12,500.00, which sum shall be paid as follows:

\$1,250.00 down and \$250.00 per month beginning October 17, 1975 and balance due and payable 24 months from date

All payments are to be made payable to A & B Properties, Inc., 635 North Academy Street, Greenville, South Carolina 29601

The Buyer further agrees to pay prorated taxes on the real estate in question 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.

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.

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 sixty (60) 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.

The annual percentage rate of this Contract is 7%.

The Buyer may rescind or cancel this Contract without any penalty or obligation and receive a full refund by notifying the Seller in writing at 635 North Academy Street, Greenville, S.C., within three (3) business days from the date of Contract.

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.

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

In the presence of:

Andy B. Byce  
Haley H. Buehler

Deborah A. Harrison  
James F. Garrett

A & B Properties, Inc.  
By: James F. Garrett (LS)  
Seller

Seller  
Buyer James F. Garrett (LS)

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