

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 16 1 24 PM '80
DONNIE R. M. C. HARRISLEY
CO. S. C.

BOND FOR TITLE BOOK 1133 PAGE 602

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This contract made and entered into by and between THEO. V. FREEMAN
hereinafter referred to as the Seller(s) and TERRY D. STOGNER & JOHN P. STOGNER
hereinafter referred to as the Purchaser(s).

WITNESSETH

That in and for the consideration hereinafter expressed, the Seller agrees hereby to sell and convey to the Purchaser and the Purchaser hereby agrees to purchase that parcel of land situate in the County of GREENVILLE, State of South Carolina, in Austin Township, designated as Lot no. 30 on a plat of property of Frank Smith, et al, recorded in Plat Book JJ, page 98, RMC Office for Greenville County and having such metes and bounds as will appear by reference to said plat.

IN CONSIDERATION for said premises, the purchaser agrees to pay to the Seller a total of THIRTY-THREE THOUSAND SIX HUNDRED FIFTY & 00/100 Dollars for said property as follows: \$3700.00 paid at time of closing with a balance of \$29,950.00 to be payable equal monthly installments of \$308.16 for a period of sixty (60) months; with a balloon payment of \$29,242.00 five years from date; Should purchaser acquire other financing prior to that time, the balance owing shall be paid at that time. First payment due November 1, 1980 and due on the same day of each month thereafter until paid in full; interest rate to be 12%.

IT IS UNDERSTOOD AND AGREED, that the Purchaser will pay all taxes upon said property from and after the date of this contract and will insure all building improvements against loss for the price herein. Purchaser to furnish Seller copy of insurance policy. In the event any due installment is in arrears and unpaid for a period of 30 days, this contract shall, at the option of the Seller, thereupon terminate and any and all payments made by the purchaser prior thereto shall be forfeited by the Purchaser to the Seller as rent for the use of said premises and as liquidated damages for the breach of this contract.

Upon the payment of the purchase price above set forth, the Seller does hereby agree to execute and deliver to said Purchaser a good, fee simple general warranty deed to said property with dower renounced thereon. Any title defects or encumbrances to be cleared at expense of Seller. In the event of any litigation, the violating party at fault shall be responsible for the other party's costs incurred in obtaining enforcement. IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 15th day of September, 1980.

In the presence of:

H. Michael Spivey
H. Michael Spivey
H. Michael Spivey
H. Michael Spivey
Barbara M. Spivey

(Seller) *Theo V. Freeman* (SEAL)
THEO V. FREEMAN
(Seller) _____ (SEAL)
(Seller's Wife) *Gladys W. Freeman* (SEAL)
GLADYS W. FREEMAN
(Purchaser) *Terry D. Stogner* (SEAL)
TERRY D. STOGNER
(Purchaser) *John P. Stogner* (SEAL)
JOHN P. STOGNER

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PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's (s') act and deed deliver the within written Bond for Title and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 15th day of September, 1980

H. Michael Spivey (SEAL)
Notary Public for South Carolina
My Commission expires: 1/24/83

RECORDED SEP 16 1980
at 1:24 P.M.

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