

FILED
STATE OF SOUTH CAROLINA) S.C.
COUNTY OF GREENVILLE) 21 AM '81
CONTRACT FOR DEED
JONES
H.C. WERSLEY

1145-305

THIS AGREEMENT made and entered into this 24th day of March 1981, by and between Virginia B. Mann and David B. Mann of Greenville County, South Carolina, hereinafter called Seller, and Margaret L. Moryan, 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:

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, being known as Lot No. 73 of Paris View, Section 2, as shown on plat thereof recorded in the REC Office for Greenville County in Plat Book 22, Page 91A, reference being made to said plat for a more complete description.

SELLER TO HAVE OPTION TO PROVIDE A LOAN WITH A LEADER IF RATE DROPS TO 13.50% OR BELOW WITH SELLER PAYING ALL CLOSING COST.

The purchase price which the Buyer shall pay for the said property is the sum of \$42,500.00, which sum shall be paid as follows: \$100.00 paid down; \$7,100.00 paid at closing; Purchaser to give Seller a deed for in the amount of \$35,300.00 to amortized over 30 years with a monthly payment of \$404.00 beginning May 1, 1981 and continuing on the 1st of each month thereafter.

All payments are to be made payable to Virginia B. Mann and David B. Mann 812 East North Street, Greenville, S.C.

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 and the Seller may take and enjoy any other remedy which may be proper in the premises.

The annual percentage rate of this Contract is 13.50 %.

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 812 East North 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.

WITNESSES:
Janet A. Harris (S)
Seller
David B. Mann (S)
Seller
Margaret L. Moryan (S)
Buyer

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