

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA) 12 27 PM '81

COUNTY OF GREENVILLE) WARRANTY FOR TITLE TO REAL ESTATE
R.M.C.

KNOW ALL MEN BY THESE PRESENTS: That HAROLD WINDOLF and EDITH WINDOLF, hereinafter referred to as SELLERS, agree to sell to KIMBERLY B. KELLY, hereinafter referred to as BUYER, and the said Buyer hereby agrees to purchase on the terms set forth hereinafter the following described property:

ALL those certain pieces, parcels or lots of land, situate, lying and being in Greenville County, South Carolina, on the Eastern side of Athelone Avenue, being shown and designated as Lot Numbers 12, 13, 14, 15 and 16, on a plat of "ATHELONE HEIGHTS", near Greenville, Greenville County, S. C., made by J. Mac Richardson, Surveyor, May 1959, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Books YY at Page 33, and QQ at Page 111, reference to said plats being craved for a more complete and detailed description thereof.

That the Sellers agree to execute and deliver a good and sufficient warranty deed for said property on condition that the Buyer pay to the Sellers the sum of \$20,000.00 in the following manner:

The sum of \$150.00 to be paid this date (JULY 17, 1981), and the sum of \$150.00 on the 17TH day of each month hereafter until paid in full, said payments to include interest at the rate of 6½% per annum to be computed and paid monthly on each payment, as evidenced by a note executed herewith. In the event said sum or any part thereof shall be collected by an attorney or through legal proceedings of any kind, then the Buyer agrees to pay all costs thereof plus a reasonable amount for an attorney's fee for said collection.

It is further agreed between the parties that the Buyer shall pay the purchase price in the manner set forth above, and shall in the meantime pay all property taxes due on said property, and any assessments now or hereafter due or made against said property. The Buyer agrees to keep the mobile home located on said property insured against fire and other hazard losses for the full insurable value of said home, with said insurance to be with a company acceptable to the Sellers, and to continue said hazard insurance during the duration of this Contract, with a loss payable clause in said policy in favor of the Sellers. The Buyer further agrees to keep said property in good and substantial repair, and further agrees that in the event the Buyer does not pay said taxes and assessments or fails to insure or repair said mobile home, then the Sellers may cause the same to be paid, insured or repaired as provided, and thereafter be reimbursed for these expenses which can be added to the debt due herein.

It is further understood and agreed that the Sellers shall not be called upon to pay any brokerage, discount fees or points in connection with the Buyer obtaining a loan on said property in the future if desired. Upon the Buyer completing the payments due on the sales price set forth herein, the Sellers shall execute and deliver a good and sufficient deed in fee simple to said lands to the Buyer, the same to be free of any liens by way of mortgage or judgment, and then this Contract shall be null and void and of no effect, otherwise to remain in full force with time being of the essence in its completion.

If the aforesaid payments are not made when due to the Sellers, then the Sellers shall be discharged in law and equity from any and all liability to make said deed, and may treat the Buyer as a tenant holding over after termination of the Contract, or contrary to the terms of a lease, and shall be entitled to claim and recover, or retain if already paid, the sum of \$150.00 per month for rent or by way of liquidated damages, or the Sellers may enforce payment for the purchase price in the option of the Sellers, together with costs and a reasonable amount for an attorney's fee.

STATE OF SOUTH CAROLINA
RECORDS & TAX COMMISSION
DOCUMENTARY
STAMP
JUL 21 1981
GREENVILLE

4328 RV-2