

State of South Carolina

County of Jasper

Contract of Sale for Real Property
(Bond for Title)

This agreement made and concluded at _____ SC, between _____
_____ hereinafter referred to as the Seller, and _____
_____, hereinafter referred to as Buyer. The item for sale is real property
located in Jasper County, known as TM# _____ (see attached page for
derivation of property).

Witnesseth: That the Seller agrees to sell and the Buyer agrees to purchase the following described property upon the terms and conditions hereinafter set forth below:

Subject, to the following terms and conditions:

1. The agreed sales and purchase price is _____ dollars (\$ _____) payable as follows:
 - a. The buyer agrees to make monthly payments in the amount of \$ _____ Dollars to the seller at the signing of the contract.
 - b. The seller agrees to accept this amount to make the monthly payments, if any, to the mortgage holder, with no additional cost other than the monthly mortgage payment.
 - c. The buyer agrees to make payment in the amount of \$ _____ Dollars, which began _____ to be paid monthly for the next _____ months – last payment due _____. The seller agrees that the said payment is to be made directly to _____ of _____. Payments are to be made in the form of personal checks, money orders, cashiers' check or cash.
2. A late charge of \$ _____ will be added to payment amounts if payment is not paid before the _____ of each month.
3. The buyer may receive a clear and marketable title (warranty deed) to the real property at any time during the contract upon payment of the balance due date. The principle amount on the contract may be paid off at any time without payment penalty.

Note: This form does not constitute the rendering of legal advice. Consult an attorney licensed to practice law in the State of South Carolina on legal matters.

4. Buyer agrees to pay all taxes on the real property. All county and/or municipal taxes will be due upon receipt of the tax notice from _____, annually. In the event that the taxes are not paid before such time, seller will pay same. The costs of the taxes plus penalties will be added to the buyers' next monthly payment. If this amount is not paid by the buyer, the default clause of the contract will apply.
5. Upon full performance by buyer, the seller shall deliver to the buyer a good marketable title (warranty deed), subject only to the current taxes for that year.
6. That it is mutually understood and agreed that time is of the essence of this contract: and if the buyer becomes in default of the payment of any sums under the terms of this contract for a period in excess of three (3) months, the seller shall have the right to declare this contract null and void, and all sums paid prior to that date shall be forfeited to the seller as liquidated damages and deemed to be entitled to the immediate possession of the real property and to eject the buyer thereon in the same manner as provided for ejection of the tenant when holding over after the expiration of their contract.
7. The buyer understands and agrees that this contract is not assignable by them, without written consent of the seller.
8. The seller agrees to pay for the preparation of the deed and the documentary stamps.
9. The seller shall not be responsible for the loss of or damage to property or injury to persons, occurring in or about the demised premises, by reason of any of any existing of failure condition, defect, matter or thing in said demised premises or the property of which the real property is a part, or for nets, omission or negligence of the other persons or tenants in and about the real property. The buyer agrees to indemnity and save the seller harmless from all claims and liability for losses of or damage to the real property, or injuries to persons occurring in or about the demised property.
10. It is agreed that in the event that the buyer defaults as set out above, the seller shall be entitled to reimbursement from the buyer form the buyers for any court cost or attorneys' fees for enforcement of this agreement and/or taking the necessary legal steps to protect their interest.
11. The parties further agree and consent that this instrument expresses the entire agreement between them, their executors, administrators, successors, heirs and assigns.

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- 12. They further consent and agree that this instrument expresses the entire agreement between them and may be enforced by their party, or their heirs, administrators, executors, successors, and assigns, by specific performances in and that there is no agreement, oral or written, varying or modifying this agreement.
- 13. Modifications and improvements may be made only with the written consent of the seller but such consent will not be unreasonably withheld.

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Acknowledgement

Personally appeared before me _____ and made oath
Witness 1

That I saw the within named _____ sign and
Seller

seal and his act of deed, deliver the within written instrument; and I with
 _____ witnessed the execution thereof.

Witness 2

 WITNESS 1

 SELLER

 WITNESS 2

 BUYER

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this _____ day of _____ and the document was executed by the above named _____ of his/her own free will.
Buyer Seller

Witness my hand and seal this _____ Day of _____ 20

 Notary Public of the state of South Carolina
 My commission Expires _____

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