

B&W Housing Development

Closing Statement

Cowpens, S.C.

Date

B&W Housing Development, LLC
P.O.Box 1260
COWPENS, S.C. 29330
864 463-2244

CLOSING STATEMENT FOR IN-HOUSE CLOSING

PURCHASER:
SELLER: B&W Housing Development
LOCATION:
CITY : Cowpens
STATE: S.C. 29330
LOAN FROM: Owner-Financing

SELLING DATE:
CLOSING DATE:

IN HOUSE CLOSING: NO ATTORNEY

TODAY'S DATE:

	PURCHASER CHARGE	CREDIT	SELLER CHARGE	CREDIT
SALES PRICE	\$			\$
TRUST DEPOSIT		\$	\$	
OWNER FINANCING		\$	\$	
TOTAL	\$	\$	\$	\$

SIGNATURE OF PURCHASER _____

SIGNATURE OF SELLER(S) _____
B&W Housing Development, LLC

SIGNATURE OF NOTARY _____
Kim Hall -Commission Expires 05/26/26

Purchaser's Address: _____
Cowpens, S.C. 29330

Tax Payer B&W Housing Dev.
P.O. Box 1260 Cowpens S.C.29330

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHEROKEE)

CONTRACT FOR DEED

B&W Housing Development, LLC hereinafter called "Seller," hereby agrees to sell to, _____, hereinafter called "Purchaser," and Purchaser hereby agrees to purchase from Seller, subject to the terms and conditions herein contained for a purchase price of _____ Thousand and ____/100 (\$_____) Dollars, the following property (hereinafter sometimes called the "Premises"), to wit:

All that certain piece, parcel or lot of land, with improvements thereon, lying, situated in the County of Cherokee, State of South Carolina, _____, Cowpens S.C. being known as Lot No. _____, containing ____AC more or less. This parcel, being a part of the division of the property as shown on a plat of _____, Phase __, Section No.____, for B&W Enterprises by John Robert Jennings, PLS. , filed in the Clerk of Court, Cherokee County, S.C.

Together with interest in the _____ Home, manufactured home, located on said lot, Vin# _____

1. PAYMENT OF PURCHASE PRICE. The agreed purchase price is _____ Thousand and No/100 (\$_____.00) Dollars, which Purchaser agrees to pay Seller as follows:
 - (a) Nonrefundable down payment of _____ Thousand (\$_____.00) Dollars paid on _____.
 - (b) The balance of _____ Thousand and No/100 (\$_____.00) Dollars, with interest accruing thereon from the date hereof at the rate of Eight and one half (8.5%) percent per annum, in _____ (____) consecutive monthly installments of principal and interest, each in the amount of ____ Hundred ____ and __/100 (\$_____) Dollars, commencing _____, 2016 and thereafter continuing on the _____ day of each successive month thereafter until paid in full. All such payments shall be paid by Purchaser to Seller on the _____ (____) day of each month as aforesaid, but if the Seller has not received the payment by close of business on the _____ (____) day of each month for which it is due and owing, there shall be added a late charge of ten (10%) percent (\$_____) of the payment added. If payment is not received in thirty (30) days an additional ten (10%) percent late fee will be added. This will continue until all payments are current. No exceptions.

2. GENERAL CONDITIONS. Purchaser further agrees to the following conditions and terms;

- (a) To keep the premises properly maintained and in good order and condition and not permit nor commit any damage to be done or major repairs or remodeling without the express consent of the Seller,
- (b) Seller to be responsible for the payment of all taxes, assessments or other charges which may be levied or assessed against the Premises, as well as all fire insurance on the property with Seller listed as insured; Purchaser shall be fully responsible for all such expenses relative to the property as they come due and failure to pay upon request shall constitute a default hereunder;
- (c) To not lease or rent or deliver possession and control of the property to any other persons without the express written consent of the Seller; and
- (d) Purchaser acknowledges that they will be fully and completely responsible for the payment of all sewers, water, gas and electricity and other utility charges made in connection with their use and occupancy of the property and the improvements thereon.

3. SURVEY MATTERS, RESTRICTIONS, AND EASEMENTS. Purchaser acknowledges that the property is sold subject to:

- (a) All easements, setback lines and other matters appearing on the plat of the property referred to in this Contract;
- (b) Any and all other easements and conditions of public record, including but not limited to community restrictions recorded in the RMC office, known as "Guidelines for Living", book 00219, page 00114. These Guidelines continue for as long as the Purchaser owns the property.

4. POSSESSION AND ENJOYMENT. Purchaser shall be entitled to hold possession and enjoy the Premises unless and until there is a default under this Contract.

5. TIME IS OF THE ESSENCE- CONSEQUENCES OF DEFAULT. It is agreed that should Purchaser at any time be in default in the payment of any amount due hereunder for a period of more than thirty (30) days after written notice thereof and demand for compliance has been made by Seller upon Purchaser, Seller shall have the right to retake possession of the Premises immediately and terminate this Contract. In such event, Purchaser agrees to peacefully surrender possession of the Premises, returning said Premises to the Seller in good and suitable condition, reasonable wear and tear expected. In the event of such default and subsequent failure to cure such default after the written notice as aforesaid, Purchaser agrees that any and all amounts which have been previously paid to the Seller under this Contract shall be **FORFEITED AND RETAINED BY THE SELLER AS LIQUIDATED DAMAGES**, and Seller shall have no further duty or obligation to account to the Purchaser for such amounts, but Purchaser shall have no further liability to Seller so long as Purchaser has otherwise complied with the terms and conditions of this Contract. Seller shall not be required to give Purchaser written notice of default more than three (3) times during the term hereof, and upon the fourth (4th) or subsequent default Seller may pursue his remedies hereunder immediately and without written notice to Purchaser. In the event after default Purchaser shall fail and refuse to voluntarily vacate the property in good condition, Purchaser shall be liable to Seller for reasonable attorney's fees of not less than fifteen (15%) percent of the amount due and owning and costs incurred in the enforcement of Seller's rights.

6. TRANSFER OF LEGAL TITLE BY DEED. At the time that Purchaser shall pay to Seller the entire purchase price and all interest due, Seller shall deliver to Purchaser a General Warranty Deed to the property with deed stamps attached and in statutory form, free and clear of all liens and encumbrances, except as to those items set forth in Paragraph 3 above.

7. PROPERTY PURCHASED "AS IS". The Purchaser acknowledges that the property is being purchased in its present condition and that Seller shall not be obligated to make any repairs or further maintenance on the property. **Therefore, the Purchaser acknowledges that the property is being purchased in "AS IS" condition and without warranty, express or implied.** Purchaser acknowledges that they have made all inspection of the property as they deem necessary, and that they are aware of the nature and condition of the property, and that the property is accepted by them.

8. PROPERTY AND CASUALTY INSURANCE. The Seller will, at all times, maintain fire and liability insurance upon the property. The Seller will be financially responsible for the cost of all insurance coverage on said home and property. The deductible of \$2,500.00 due to the insurance company will be paid by Seller. Purchaser must provide binder copy of renters' insurance to cover any animals on the property before the animals are allowed on said property.

9. TAXES AND ASSESSMENTS. Seller is responsible for all taxes on property.

10. PURCHASER CANNOT SELL PROPERTY. Purchaser may not assign and/or delegate this Contract to any other Purchaser or sell the property in any manner whatsoever without the prior written consent of the Seller. Any such failure to obtain written consent shall give the Seller the option of declaring all amounts due and payable under this Contract immediately. If Seller does accelerate the indebtedness, Purchaser shall have no more than thirty (30) days to pay such accelerated balance, and if same is not paid, Seller may retake the property immediately and all amounts theretofore paid shall be forfeited and retained by the Seller as liquidated damages and/or considered as rental payment.

11. NOTICES. All notices to the Purchaser shall be binding and effective if addressed to the Purchaser at the property mailing address and mailed by regular mail to such address. Personal delivery may be substituted for mailing.

12. MISCELLANEOUS.

- (a) The parties acknowledge that this Contract for Deed constitutes the sole and final agreement between the parties. No other promises or agreement shall be of any force or effect unless placed in writing and signed by the same parties hereto. This Contract shall be binding upon the parties to this Contract and their respective heirs, executors, administrators, successors, and assigns.
- (b) The parties acknowledge that they have each read and reviewed this Contract for Deed in its entirety. Purchaser acknowledges having been given a copy of this Contract prior to the time that it is signed and having an adequate opportunity to seek legal advice and counsel concerning it.

IN THE WITNESS WHERE, the parties have set their hands and seal this _____ day of _____.

As to Purchaser:

Witness **Date**

Purchaser **Date**

As to Seller:

Witness **Date**

B&W Housing Development, LLC **Date**
Seller

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHEROKEE)

PROBATE

PERSONALLY, APPEARED before me, the undersigned witness, and made oath that he/she saw the within-named, B&W Housing Development, LLC, and _____ sign, seal, and as his/her act deliver the within Contract for Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Witness (Not Notary)

WITNESS MY HAND AND OFFICIAL SEAL
This _____ day of _____

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 05/26/26

Amortization Schedule

Prepared for: _____

Property address: _____
Cowpens, S.C. 29330

