



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), William David Hilburn, Amy Jensen Hilburn ("Buyer"), and Seller(s), Daniel S. Kauffman, Ann R. Kaufmann ("Seller").

- A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ 113,000 8/12/14

Payable by transfer of Good Funds via Finance or a combination of Finance and Cash USD or Cash USD.

The sale of Buyer's real property is is not a contingency for Purchase and terms are are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of and, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property").

Address 301 Mountain View Place Unit #
City Anderson State of South Carolina
Zip 29626 County of Anderson
Lot Block Section/Phase Subdivision
Other Tax Map 047-01-11-010

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before 10/12, 2014 ("Closing Date") with an automatic extension of 15 business days for an unsatisfied contingency through no fault of either party.

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(title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s) William David Hilburn or Amy Jensen Hilburn

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership terms to Buyer at Closing.

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5. **EARNEST MONEY:** Total \$ ~~XXXXXX~~ \$500 (USD) Earnest Money is paid as follows: \$ \_\_\_\_\_ accompanies this offer and \$ ~~XXXXXX~~ \$500 will be paid within 3 Business Days after Effective Date and Earnest Money is in the form of  check  cash  other (e.g. wire) \_\_\_\_\_ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Listing Company as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS AGREED UPON IN THIS CONTRACT. FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SOUTH CAROLINA TREASURER AS UNCLAIMED PROPERTY. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT \$ \_\_\_\_\_ SHALL BE PAID TO THE ESCROW AGENT AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION OR MEDIATION PROCEEDINGS ON EARNEST MONEY.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, flood, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed upon in writing

Private/public transfer fees and any costs similar to transfer fees (e.g. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the  Seller's or  Buyer's transaction costs.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ 3100 OR ~~XXXXXX~~ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

7. **FINANCE:** Buyer's obligation under this Contract  is  is not contingent upon obtaining financing of a  30 year or  15 year or  other USDA purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum 100.000 % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within 3 Business Days from the

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Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

**10. APPRAISED VALUE:**

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

**11. WOOD INFESTATION REPORT:** If the Property to be sold has been previously occupied, this Contract is contingent upon the  Buyer  Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the  Buyer  Seller and Delivery to Closing of a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 5 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with an infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

**12. SURVEY, TITLE EXAMINATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

**13. SURVIVAL:** If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

**14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"):** Parties agree that a Home Warranty ordered by \_\_\_\_\_ with at least twelve months of coverage after Closing Date  will  will not be provided by Closing and \$ \_\_\_\_\_ will be paid by \_\_\_\_\_ to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor.  
Proposed HWC and type of HWC: \_\_\_\_\_

**15. FIRE OR CASUALTY OR INJURY:** In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be

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responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

**16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:**

Buyer and Seller agree that Seller has delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

**17. LEAD BASED PAINT/LEAD HAZARDS:** If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home."

**18. CRIME/MEGAN LAW:** Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

**19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker  may  may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

**20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX:** Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

**21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE):** Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

**22. ADJUSTMENTS:** Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

**23. DEFAULT:**

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract and
  - (ii) Pursue any remedies available to Buyer at law or equity and
  - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.

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- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract and
  - (ii) Pursue any remedies available to Seller at law or equity and
  - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

**24. MEDIATION CLAUSE:** Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

**25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE):** Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

**26. BROKER DISCLAIMER:** Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions; (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

**27. BROKERS COMPENSATION:** Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 calendar days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

**28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS:** There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any

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29. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 7:00  AM  PM on August 9, 2014 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are  attached or  to be Delivered within        Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: William D.H. Hilburn Date: 8/3/14 Time: 2:30p  
William David Hilburn

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

BUYER: Amy Jensen Hilburn Date: 8/3/14 Time: 2:30p  
Amy Jensen Hilburn

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTICE ADDRESS/EMAIL/FAX: \_\_\_\_\_

SELLER: Daniel S. Kauffman Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Daniel S. Kauffman

WITNESS: [Signature] Date: 8/13/14 Time: 10:15 AM

SELLER: Ann R. Kauffman Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Ann R. Kauffman

WITNESS: [Signature] Date: 8/13/14 Time: 10:15 AM

NOTICE ADDRESS/EMAIL/FAX: \_\_\_\_\_

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Produced with zipForm® by zipLogic 14376 Fifteen Mile Road, Farmington, Michigan 48320 www.ziplogic.com William David

ESCROW AGENCY ACKNOWLEDGEMENT SIGNATURE: \_\_\_\_\_

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): Listing Company

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): \_\_\_\_\_

ESCROW AGENT CONTACT INFO: Sheila Newton - 864-225-1205

INVOLVED AS:  BUYER AGENT  SELLER SUBAGENT  DUAL AGENT  BUYER DESIGNATED AGENT\*

LICENSEE: Gloria Robinson SC LICENSE # 80059 EXPIRES 06/30/2016

BROKER IN CHARGE: Gloria Robinson SC LICENSE # 80059 EXPIRES 06/30/2016

BROKERAGE COMPANY NAME: Gloria Robinson Real Estate LLC

MEMBERS OF: Western Upstate ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 208 Wesley Court Starr SC 29684

NOTICE EMAIL/FAX: gloriakrobinson@gmail.com

MOBILE PHONE: (864)245-4534 OFFICE PHONE: (864)245-4534 OTHER: \_\_\_\_\_

INVOLVED AS:  SELLER AGENT  SELLER SUBAGENT  DUAL AGENT  SELLER DESIGNATED AGENT\*

LICENSEE: Sheila Newton SC LICENSE # 21498 EXPIRES 6/30/16

BROKER IN CHARGE: Anush Showghi SC LICENSE # 62413 EXPIRES 6/30/15

BROKERAGE COMPANY NAME: BHHS C Dan Joyner

MEMBERS OF: Western Upstate ASSOCIATION/BOARD OF REALTORS®

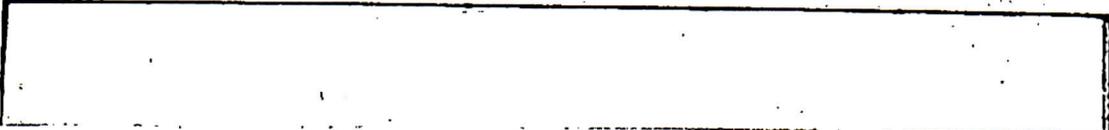
NOTICE ADDRESS: 3722 Clemson Blvd, Anderson, SC 29621

NOTICE EMAIL/FAX: sheilaneownteam@aol.com

MOBILE PHONE: 864-940-6377 OFFICE PHONE: 864-225-1205 OTHER: \_\_\_\_\_

**\*DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.**

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State of South Carolina  
COUNTY OF ANDERSON

TITLE TO REAL ESTATE

PREPARED BY  
MINTOSH & SHEPARD  
ATTORNEYS AT LAW

KNOW ALL MEN BY THESE PRESENTS That K-D Enterprises, a S. C. General Partnership

hereinafter, whether one or more, called Grantor, in the State aforesaid, in consideration of the sum of Seven Thousand Two Hundred and 00/100 (\$7200.00) Dollars, to Grantor in hand paid at and before the sealing of these presents by Daniel S. Kauffman and Ann R. Kauffman,

hereinafter, whether one or more, called Grantee (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee and Grantee's heirs, or successors, and assigns forever:

All that certain piece, parcel or lot of land lying and being situate in Rock Mills Township, County of Anderson, State of South Carolina, being shown and designated as Lot Number One Hundred Thirty-Two (132), Bridgewater Subdivision, as shown on a plat prepared by Robinson Engineering Service, dated January 3, 1967, of record in the Office of the Clerk of Court for Anderson County, South Carolina in Plat Book 65 at page 29, and having the metes, bounds, courses and distances as upon said Plat appear and incorporated herein by reference thereto. Said lot being bounded on the North by Lot No. 116 as shown on said plat, on the East by Lot No. 131, on the South by right of way for Mountainview Place and on the West by Lot No. 133 as shown on said plat.

This being a portion of the property conveyed unto K-D Enterprises, a S. C. General Partnership by deed of Grandco Investments, Inc., dated June 15, 1989 and recorded in the aforesaid Clerk's Office in Deed Book 854 at page 313.

This conveyance is specifically made subject to Restrictions of record in the aforesaid Clerk's Office in Book 15-C at page 514, and subject to any and all recorded rights of way, easements, conditions, restrictions and zoning ordinances pertaining to said property and in addition is made subject to any of the foregoing which may appear from an inspection of said premises.

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said Grantee and Grantee's Heirs, or successors, and assigns forever.

And Grantor does hereby bind Grantor and Grantor's Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's, Heirs, Successors and Assigns against Grantor and Grantor's, Heirs, Successors, Executors, Administrators and Assigns and against every person whomsoever lawfully claiming or to claim the same or any party thereof

Witness Grantor's hand and seal this 9th day of June A.D. 19 92.

Signed, Sealed and Delivered in the Presence of:

*[Signature]*  
\_\_\_\_\_

K-D Enterprises, a S.C. General Partnership (Seal)

*[Signature]* (Seal)

*[Signature]* (Seal)

STATE OF SOUTH CAROLINA,  
County of Anderson.

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and as Grantor's act and deed deliver the within deed, and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

Sworn to before me this 9th day of June A.D., 19 92.

*[Signature]* (Seal)  
Notary Public for South Carolina

*[Signature]*

My Commission Expires 6/3/95

BOOK 1404 PAGE 113



RETURN: McIntosh & Sherard

State of South Carolina  
ANDERSON COUNTY

K-D Enterprises, a S. C.  
General Partnership

TO

Daniel S. Kauffman  
Ann R. Kauffman

TITLE TO REAL ESTATE

BY AN INDIVIDUAL

I hereby certify that the within Deed has been this

11 day of June A.D.,

1992 recorded in Book 1404 of Deeds,

page 113 at 11:10 o'clock A.M.

*David J. Deshields*  
Clerk of Court for Anderson County, S.C.

I hereby certify that the within Deed has been this

day of A.D., 19

entered of record in my office in Book

Page

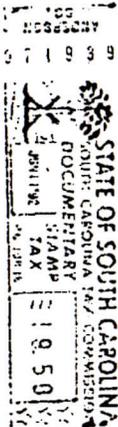
Auditor for Anderson County, S.C.

McINTOSH & SHERARD  
ATTORNEYS AT LAW  
Anderson, South Carolina 29621

FILED FOR RECORD  
ANDERSON, S.C.

JUN 11 11 16 AM '92

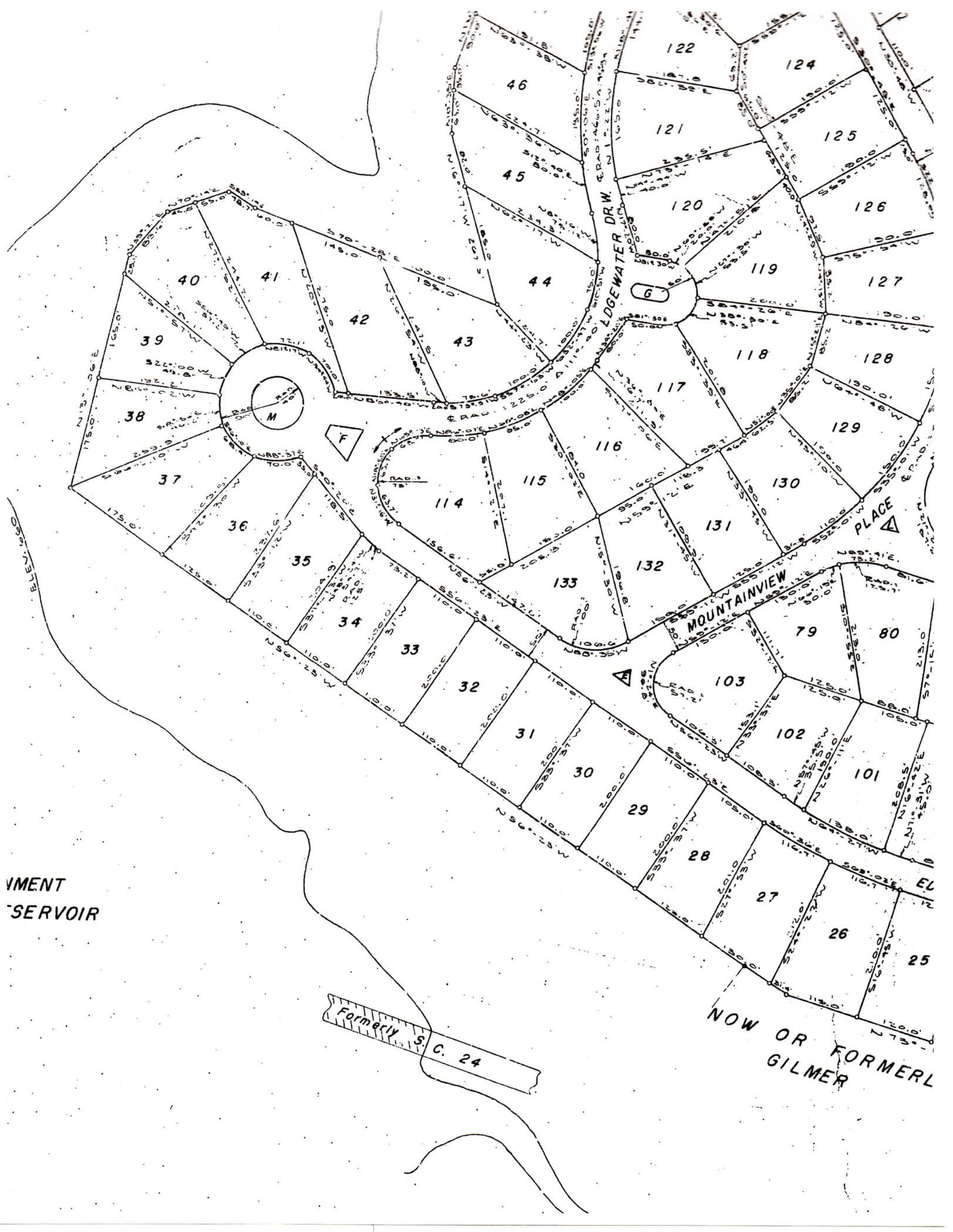
Recording Fee PAID 10.00  
State Doc Stamps 19.50  
County Taxation 8.35  
Name *David J. Deshields*, RMC  
Anderson County



*Transfer Return: 501-412  
1st Livingston RD.  
Greenville, S.C.  
29649*

BOOK 1404 PAGE 114

BOOK 1404 PAGE 114



RESERVOIR

FORMERLY S. C. 24

NOW OR FORMERLY GILMER

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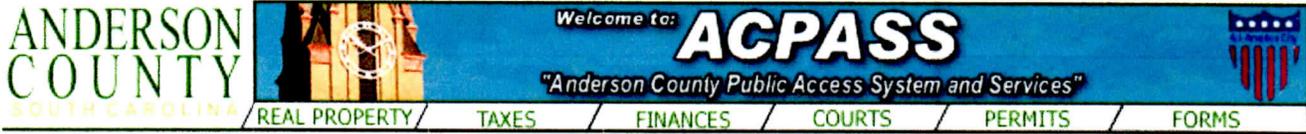
A

A

MOUNTAINVIEW

A

EL



Main=>Property Tax=> Property Tax Search=>Select Record=Record Detail

		<b>RPC Tax Inquiry</b>			<a href="#">View Detail</a>	
<b>REAL PROP</b>						
<b>Account Number:</b>		<b>2013</b> <b>001097688</b>	<b>TMS#:</b>	<b>047-01-11-010</b>	<b>Owner#:</b>	
			<b>PIN#:</b>			
<b>Owner Address</b>						
Name	KAUFFMAN DANIEL S + ANN R		Transaction Date:	10/01/2013		
Address	801 MOUNTAIN VIEW PL		District:	5		
City	ANDERSON		Levy:	City:	County:	31070
State	SC	Zip:	29624-5129	Assessment:	4,810	
Description: LOT 132 MOUNTAINVIEW PLACE						
Park:			Parent Park#:			SID#:
Suffix:			Escrow Act:			Appeal:
<b>Payment History</b>						
		<b>Charges</b>		<b>Payments</b>		<b>Paid Date: 1/13/2014</b>
Tax:	City			<b>348.72</b>		Balance Due:
	County	<b>1,494.47</b>				Interest Charge:
Pen:					Tax Exempt: <b>1,145.75</b>	
Fee:	<b>40.00</b>		<b>40.00</b>		Prorate:	
Total:	<b>1,534.47</b>		<b>388.72</b>			

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