

ORDINANCE NO.: 2007-100

Authorizing transfer of 100 Gabriel Street,  
Richland County TMS #14203-11-06 to Lisa Michelle Ceasar

ORIGINAL  
STAMPED IN REC

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this 2th day of December, 2007, that the City Manager is hereby authorized to execute a Contract of Sale, Limited Warranty Deed and any closing documents necessary to effect the conveyance of 100 Gabriel Street, Richland County Tax Map 14203-11-06, to Lisa Michelle Ceasar for One Hundred Thirty-eight Thousand Nine Hundred and No/100 (\$138,900.00) Dollars.

Requested by:

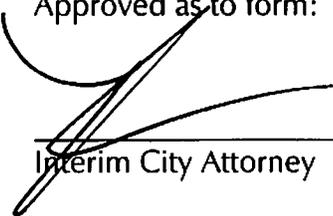
Community Development

  
MAYOR

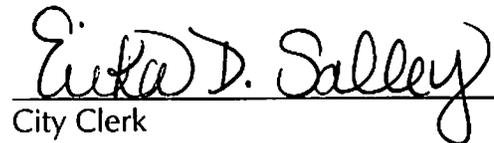
Approved by:

  
City Manager

Approved as to form:

  
Interim City Attorney

ATTEST:

  
City Clerk

Introduced: 11/28/2007  
Final Reading: 12/12/2007

# Real Estate Contract of Sale

DATE

A Contract to Purchase is offered this 30 day of October, 2007

By Lisa Michelle Caesar Purchaser(s)

To City of Columbia Seller(s)

OFFER AND DESCRIPTION

Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any, located in Richland County, South Carolina, and being described as follows: 100 Gabriel St

-Street TMS # 14203-11-06 City Columbia, South Carolina 2920

PRICE

The sales price is \$138,900<sup>00</sup> to be paid as follows:

(A) \$1,000<sup>00</sup> Earnest Money paid by { } cash {  } check { } Other

held in trust by Hugh Cooper, Atty

(B) \$ 0 Balance of down payment at closing

(C) \$137,900<sup>00</sup> Loan amount to be obtained by Purchaser

CLOSING COSTS DISCOUNT POINTS

If a new loan is obtained: closing costs to be paid by the seller Prepaid items by the Buyer. Seller will pay allowable and non-allowable costs of Purchaser not to exceed \$ All closing costs.

OWNER FINANCING

If owner financing is included in the financing of this property Seller shall determine for himself that Purchaser's credit is satisfactory.

LOAN PROCESSING APPLICATION FINANCING CONTINGENCY

Purchaser agrees to apply for financing as stated above, from the Institution of his choice, and agrees to provide Seller within 5 business days from the date of acceptance, confirmation from Lender that application has been made, funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner. Purchaser's failure to apply as required above shall constitute default under this Contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the listing or cooperating broker(s) or agent(s). If loan is rejected by initial Lender, Seller at his option may void contract. Contract is contingent upon above financing. If loan cannot be obtained, earnest money will be refunded to the Purchaser when earnest money check has cleared the bank.

ADDITIONAL CONTINGENCIES

{ } Complete the closing of Purchaser's property located at N/A on or before N/A. Any documentation will be furnished upon request concerning sale of Purchaser's property.

Other Contingent upon Purchaser securing City of Columbia financing through its Affordable Housing Loan.

UMC 1  
Purchaser's Initials

OC 1  
Seller's Initials

**ADJUSTMENTS**

Taxes, water, sewer charges, rents as when collected, and other assessments, including homeowners association fees, shall be adjusted as of the date of closing. Tax prorating pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis unless otherwise stipulated in this Contract. Any increase or decrease of taxes shall be subject to an adjustment by the Purchaser and/or Seller when the current year's taxes are determined.

**FIRE OR CASUALTY**

In case this property is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Purchaser or Seller shall have the right for ten (10) days after notice of such to terminate this Contract. Upon such termination, the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder. If neither Purchaser nor Seller elects to terminate the Contract, the parties shall proceed thereunder.

**DEFAULT**

If the Purchaser shall default under this Contract, the Seller shall have the option of suing for damages or rescinding this Contract. In the event the Contract is rescinded, earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this Contract. Upon default by the Seller, if the Purchaser elects to rescind this Contract, he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report, appraisal fee, survey and cost of title examination. In any action to enforce the provisions of this Contract the prevailing party and broker(s) shall be entitled to the award of their costs, including reasonable attorney's fees.

**ENTIRE CONTRACT BINDING CONTRACT**

The parties agree that this written Contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder and that the Contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

**EXTENSION AGREEMENT**

If loan has been approved but not closed within the stipulated time limit of this Contract, then both parties agree to extend said Contract for a period not to exceed 10 days from original closing date.

**CONDITION OF PROPERTY**

- (A) Except as a new home-being sold by the builder, the Purchaser acknowledges that Seller, except as provided in below paragraphs of this section, gives no guaranty or warranty of any kind, express or implied, and has made no representation as to the physical condition of the property, or the conditions of or existence of improvements, services, appliances or systems thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.
- (B) The Seller warrants the heating, air conditioning, plumbing and electrical systems, well and/or septic systems, as well as all appliances to be in operative condition on the day of closing or the day possession is given, whichever occurs first.
- (C) After any inspection by Purchaser and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the property including the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed, in proper operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of their knowledge, information, and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture, fixtures, or window treatments currently in place in the property.
- (D) Seller represents that the property is connected to  public/community sewer system or to  a septic tank; and to  public/community water system, or to  well system.  located in flood zone.  not located in a flood zone.
- (E) A Seller's property disclosure form  does exist  does not exist. Purchaser  has  has not seen property disclosure form.

**TERMITE INSPECTION**

Seller shall furnish a current certification from a licensed and bonded exterminator stating that the herein described property is free and clear of termites, water and fungus damage or other wood destroying organisms. If any such damage or infestation is found and inspector recommends treatment and/or repairs, the Seller at his expense agrees to have it corrected prior to closing.

Um C /  
Purchaser's Initials

[Signature]  
Seller's Initials

**A.**  
**U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**  
**SETTLEMENT STATEMENT**

**B. TYPE OF LOAN:**  
 1.  FHA    2.  FmHA    3.  CONV. UNINS.    4.  VA    5.  CONV. INS.  
 6. FILE NUMBER:  
 2007-CEASAR    7. LOAN NUMBER:  
 8. MORTGAGE INS CASE NUMBER:

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1.0 3/98 (CEASAR, LISA PFD/2007-CEASAR/10)

<b>D. NAME AND ADDRESS OF BORROWER:</b>  Lisa M. Ceasar 250 Springtree Drive, #R-5 Columbia, SC 29223	<b>E. NAME AND ADDRESS OF SELLER:</b>  The City of Columbia PO Box 147 Columbia, SC 29217	<b>F. NAME AND ADDRESS OF LENDER:</b>  The City of Columbia 1136 Washington Street, 3rd Floor, PO Box 147 Columbia, SC 29217
<b>G. PROPERTY LOCATION:</b> 100 Gabriel Street Columbia, SC 29203 Richland County, South Carolina 0.17 acre +-	<b>H. SETTLEMENT AGENT:</b> 57-0756680 Hugh M. Cooper  <b>PLACE OF SETTLEMENT</b> 1812 Lincoln Street, 1st Floor Columbia, SC 29201	<b>I. SETTLEMENT DATE:</b>  December 14, 2007

J. SUMMARY OF BORROWER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>	
101. Contract Sales Price	138,900.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	822.34
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes	to
107. County Taxes	to
108. Assessments	to
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>139,722.34</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>	
201. Deposit or earnest money	1,000.00
202. Principal Amount of New Loan(s)	137,900.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes	to
211. County Taxes	to
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>138,900.00</b>
<b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b>	
301. Gross Amount Due From Borrower (Line 120)	139,722.34
302. Less Amount Paid By/For Borrower (Line 220)	( 138,900.00)
<b>303. CASH ( X FROM ) ( TO ) BORROWER</b>	<b>822.34</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract Sales Price	138,900.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes	to
407. County Taxes	to
408. Assessments	to
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>138,900.00</b>
<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	1,936.00
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage	
505. Payoff of second Mortgage	
506.	
507. (Deposit disb. as proceeds)	
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes	to
511. County Taxes	to
512. Assessments	to
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>1,936.00</b>
<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross Amount Due To Seller (Line 420)	138,900.00
602. Less Reductions Due Seller (Line 520)	( 1,936.00)
<b>603. CASH ( X TO ) ( FROM ) SELLER</b>	<b>136,964.00</b>

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower Lisa M. Ceasar  
 Lisa M. Ceasar

Seller The City of Columbia  
 The City of Columbia

**L. SETTLEMENT CHARGES**

700. TOTAL COMMISSION Based on Price			\$	@	%		
Division of Commission (line 700) as Follows:						PAID FROM	PAID FROM
701. \$	to					BORROWER'S	SELLER'S
702. \$	to					FUNDS AT	FUNDS AT
703. Commission Paid at Settlement						SETTLEMENT	SETTLEMENT
4.	to						
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>							
801. Loan Origination Fee	%	to					
802. Loan Discount	%	to					
803. Appraisal Fee		to					
804. Credit Report		to					
805. Lender's Inspection Fee		to					
806. Mortgage Ins. App. Fee		to					
807. Assumption Fee		to					
808. Flood Certification Fee		to First Citizens Bank			*		25.00
809. Tax Service Fee		to First Citizens Bank			*		65.00
810. Underwriting Fee							
811.							
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>							
901. Interest From 12/14/07	to 01/01/08	@ \$		/day ( 18 days	%)		
902. Mortgage Insurance Premium for	months to						
903. Hazard Insurance Premium for	1.0 years to Travelers					332.00	
904.							
905.							
<b>1000. RESERVES DEPOSITED WITH LENDER</b>							
1001. Hazard Insurance	2.000 months @ \$	27.67	per month			55.34	
1002. Mortgage Insurance	months @ \$		per month				
1003. City/Town Taxes	months @ \$		per month				
1004. County Taxes	3.000 months @ \$	145.00	per month			435.00	
1005. Assessments	months @ \$		per month				
1006.	months @ \$		per month				
1007.	months @ \$		per month				
1008. Aggregate Adjustment	months @ \$		per month				
<b>1100. TITLE CHARGES</b>							
1101. Settlement or Closing Fee	to						
1102. Abstract or Title Search	to						
1103. Title Examination	to Hugh M. Cooper				*		150.00
1104. Title Insurance Binder	to Attorney's Title Insurance Fund, Inc.				*		75.00
1105. Document Preparation	to Hugh M. Cooper				*		150.00
1106. Notary Fees	to						
1107. Attorney's Fees	to Hugh M. Cooper				*		450.00
<i>(includes above item numbers: )</i>							
1108. Title Insurance	to Attorney's Title Insurance Fund, Inc.				*		416.50
<i>(includes above item numbers: )</i>							
1109. Lender's Coverage	\$ 137,900.00		73.25				
1110. Owner's Coverage	\$ 138,900.00		343.25				
1111. Endorsements	to Attorney's Title Insurance Fund, Inc.				Alta 8.1 *		10.00
1112. Courier/Copies/Phone/Fax	to Hugh M. Cooper				*		45.00
1113.							
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>							
1201. Recording Fees: Deed \$	10.10; Mortgage \$	25.10;	Releases \$		*		35.20
1202. City/County Tax/Stamps: Deed		152.90; Mortgage					152.90
1203. State Tax/Stamps: Revenue Stamps		361.40; Mortgage					361.40
1204.							
1205.							
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>							
1301. Survey	to						
1302. Pest Inspection	to						
1303.							
1304.							
1305.							
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>						822.34	1,936.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

\* Indicates costs paid by seller per sales contract.

Hugh M. Cooper  
Settlement Agent

# *Limited Warranty Title to Real Estate*

*State of South Carolina*

*County of Richland*

*Know All Men By These Presents That **The City of Columbia** (hereinafter called "Grantors"), in the State and County aforesaid, for and in consideration of the sum of **One Hundred Thirty Eight Thousand Nine Hundred and 00/100—(\$138,900.00)—Dollars** to the Grantors in hand paid at and before the sealing of these presents by **Lisa M. Ceasar** (hereinafter called "Grantees"), the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below unto the said Grantees, subject to the below stated Exceptions, their heirs and assigns forever, the following described property, to wit:*

This conveyance is made subject to: All covenants, restrictions, easements and rights-of-ways affecting the property.

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as the southern major portion of Lot 189 on a plat of GREENVIEW prepared by Columbia Engineering Company dated April 28, 1950, and recorded in the Office of the ROD for Richland County in Plat Book "N" at Page 186; said lot being further shown as containing 0.17 acre, more or less, on a plat prepared for the City of Columbia by Cox and Dinkins, Inc. dated July 19, 2006, last revised January 23, 2007, and recorded in the aforementioned ROD Office in Book 1282 at Page 2547; said lot having such metes and bounds as shown on said latter plat, which is being incorporated herein by reference as a part of this description.

This being the same property conveyed to the City of Columbia by Deed from the Master in Equity for Richland County recorded September 16, 2004, in Record Book 978, Page 246, Richland County records.

*Richland County Tax Map Number:* 14203-11-06

*Grantee's Address:* 100 Gabriel Street, Columbia, South Carolina 29203

*This Deed was prepared by Hugh M. Cooper, Attorney, 1812 Lincoln Street, Columbia, SC 29201.*

*Together with, subject to the above Exceptions, all and singular rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining thereto.*

*To Have And To Hold, subject to the above Exceptions, all and singular the premises before mentioned unto the said Grantees, their Heirs and Assigns forever.*

*And the Grantor does hereby bind itself and its heirs, executors and administrators to warrant and forever defend all and singular the said premises, subject to the above Exceptions, unto the said Grantee and the Grantee's heirs, successors, and assigns against Grantor and the Grantor's heirs and assigns.*

*Limited Warranty Title to Real Estate*

*The City of Columbia, Grantor(s)*

*Lisa M. Ceasar, Grantee(s)*

*Page 1 of 2*

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantees.

In Witness Whereof, the Grantors have hereunto set their hands and seals this \_\_\_\_ day of December, in the year of our Lord Two Thousand Seven.

Signed, Sealed and Delivered

In the Presence of

The City of Columbia

[Signature]

[Signature] (Seal)

By:

Its:

Witness 1 (cannot be notary)

[Signature]

\_\_\_\_ (Seal)

Witness 2 (can be notary)

State of South Carolina )

Probate

County of Richland )

I, the undersigned notary public, do hereby certify that the above named Grantor personally appeared before me this day and having personally verified their identification the said Grantor acknowledged the due execution of the foregoing instrument.

Sworn and subscribed to before me this

1 day of December, 2007.

[Signature] L. S.

Notary Public for South Carolina

My Commission Expires: ~~January 23, 2012~~ June 2, 2013

**AFFIDAVIT AND INDEMNITY**

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**Property Address:**

100 Gabriel Street, Columbia, SC 29203

The undersigned affiant(s), in consideration of Attorney's Title Insurance Fund, Inc. issuing title insurance insuring an interest in or title to the real estate above described, and being duly sworn on oath, depose(s) and state(s) the following:

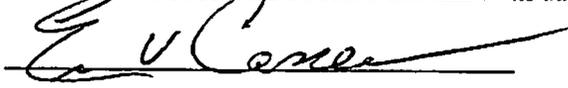
1. That no federal bankruptcy or state insolvency proceedings have been instituted by or against the affiant in the past ten years.
2. That all persons, firms and corporations and that all general contractors and subcontractors who have furnished services, labor or materials in the construction or repair of buildings, structures or improvements of whatsoever kind and nature on the property described above have been paid in full.
3. That there are no tenants or other parties in possession of the property described above other than the affiant(s).
4. That affiant(s) have been in undisturbed possession of the property described above and have no knowledge or notice of any claim of ownership by any other person in all or any part of the property, including but not limited to any boundary line agreements.
5. No loans, unpaid judgments, or liens (including Federal or State Liens or Judgment Liens) and no unpaid association or governmental taxes, charges or assessments of any kind on such property except the following:

Creditor	Approximate Amount
	_____
_____	_____

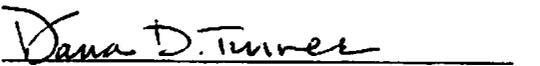
The undersigned make(s) this affidavit to induce the purchaser to purchase the property and/or for the inducement of a mortgage loan by the lender; furthermore, this affidavit is for the purpose of inducing Attorney's Title Insurance Fund, Inc. to issue a policy or policies of title insurance.

Affiant(s) expressly agree(s) to indemnify and hold harmless Attorney's Title Insurance Fund, Inc. from any and all loss arising from any inaccuracies contained herein.

Sworn to and subscribed before me this 14th day of December, 2007.



  
The City of Columbia, Seller



Notary Public

My Commission Expires: ~~1-23-2012~~ 4/2/2013