

twenty (120) equal monthly installments of One Hundred Forty-Eight and 81/100 (\$148.81) Dollars each, commencing August 1, 1980, with interest thereon from date at the rate of nine and one-half (9 1/2%) per cent per annum, to be computed and paid monthly until paid in full. In the event the South Carolina Department of Highways and Public Transportation, Relocation Assistance Division, does not approve this property or does not pay the Two Thousand (\$2,000.00) Dollars, this contract will be null and void and all monies collected by the seller will be deemed as rent unless the buyer, within ten (10) days of receipt of notice from the South Carolina Department of Highways and Public Transportation, Relocation Assistance Division, pays unto the seller the said Two Thousand (\$2,000.00) Dollars. And the seller agrees to convey the aforementioned real estate to the buyer and give a good, fee-simple, marketable title thereto, free and clear of all liens and encumbrances, subject to all rights-of-way and easements of public record and actually existing on the premises affecting the above-described property and subdivision setback lines, easements and restrictions of public record. No right, title or interest, legal or equitable, shall vest in the buyer in and to the aforementioned real estate until delivery of the deed and performance of all of the covenants contained herein, and the buyer shall not have any right to receive a deed until the total purchase price has been paid to the seller.

It is further agreed by and between the buyer and seller that as long as the covenants and conditions of this Bond for Title continue to be performed by the buyer, the buyer shall have the right to peaceably occupy and possess the above-described real estate without interruption from the seller or anyone lawfully claiming through the seller.

It is further agreed and understood by and between the buyer and seller that the buyer covenants that he will keep the premises and all improvements now existing or hereafter erected thereon in good state of repair and maintenance, reasonable wear and tear and damage by fire or other casualty alone excepted. The buyer hereby agrees to pay all assessments and property taxes of every kind and nature levied against the premises when due. In

Lemard E. Waffin *Dillon L. Clark*

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