- 3. Occupancy. Upon Ninety (90) days after the execution of this document, or when Ten Thousand Dollars (\$10,000.00) of the purchase price herein has been paid, whichever first occurs, and thereafter, 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 Seller. However, Buyer shall have no right to cut any timber or clear any portion of the property of trees or otherwise alter the property in any respect until the purchase price hereunder has been paid in full.
- 4. Use of the Property. Approximately 5.39 acres of the above described property shall be restricted for use as a church, and such church related facilities as a parsonage, educational and recreational facilities. The remaining 1.07 acres, more or less, fronting on Old Spartanburg Road, joint front corner of the above described property and that property now or formerly known as the T. Manly Hudson Estate, shall be restricted for use for church purposes as above, or for one single family residence, and shall be available for resale for one single family residence. Buyer shall grant to Seller the right of first refusal on the 1.07 acres. Buyer may not sever the 1.07 acres from the entire tract until such time as the purchase price hereunder is paid in full. The restrictions on the use of the property as set forth herein shall be deemed to continue for a period of twenty (20) years from the date of the execution hereof, and shall be automatically renewed for three (3) additional periods of ten (10) years, at the end of each such ten (10) year period, unless the parties hereunder agree, in writing, that the restrictions should not be renewed.

The deed from Seller to Buyer shall contain the restrictions, including the time limits, as set forth above. The words "Seller" and "Buyer" shall be changed in the deed to "Grantor" and "Grantee" respectively. The deed shall state that the above restrictions are for the benefit of the Seller, and are to run with the land. Should the Seller, at any time, have to take legal action to enforce compliance with the above restrictions, the Buyer, or its successors or assigns, shall be liable for the legal costs thereof. *Grantors, their heirs and assigns

- 5. Maintenance, Taxes and Insurance. The Buyer covenants that he will keep the premises and all improvements now existing or hereafter erected thereon in good state of maintenance and repair, reasonable wear and tear and damage by fire or other casualty alone excepted; that he will keep said improvements now or hereafter erected upon said premises insured against fire or other perils in a reputable company or companies, authorized to do business in the State of South Carolina, in the sum of not less than the full insurable value of said improvements, and deliver to Seller appropriate endorsements on said policies. The Buyer will pay all assessments and property taxes of every kind and nature levied against the premises when due. In the event the Buyer fails to pay for such taxes and insurance when due, the Seller shall have the right to pay for the same and add the costs thereof to the balance due on the purchase price, which shall bear interest at the rate hereinabove provided.
- 6. <u>Defaults</u>. The Buyer covenants that in the event any of the sums set forth above shall not be paid when due (including interest, principal, taxes and insurance), or in the event the Buyer fails and neglects to carry out any of the terms, conditions and obligations set forth in this Bond for Title, the Seller shall give written notice duly transmitted by regular United States Mail addressed to the last known mailing address of the Buyer notifying the Buyer of such derault, and if the Buyer

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