

SEP 12 11 53 AM 1968

BOOK 852 PAGE 171

2-63 2M No. 137A BOND FOR TITLE TO REAL ESTATE W. A. Seybt & Co. Office Supplies Greenville, S. C.

The State of South Carolina }
COUNTY OF GREENVILLE }

KNOW ALL MEN BY THESE PRESENTS: Daniel H. Janzen, Joseph B. Stevens, and Edward R. Hamer, as Trustees for Guy B. Foster Trust have agreed to sell to Walter W. Heatherly and Linda L. Heatherly a certain lot or tract

of land in the County of Greenville, State of South Carolina, being shown as Lot No. 19 on Plat of Franklin Heights, made by Dalton & Neves, Engineers, November, 1940, recorded in the RMC Office for Greenville County, S. C., in Plat Book 1, page 9, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the south side of Circle Drive at joint front corner of Lots 19 and 20, said pin also being 546 feet in a northwesterly direction from the northwest corner of the intersection of North Franklin Road and Circle Drive; and running thence with the line of Lot 20 S. 20-00 W. 157.2 feet to an iron pin; thence with the rear line of Lot 6 N. 72-23 W. 75.1 feet to an iron pin; thence with the line of Lot 18 N. 20-00 E. 153.2 feet to an iron pin on the south side of Circle Drive; thence with the south side of Circle Drive S. 75-40 E. 75.35 feet to the beginning corner. It is agreed by the parties hereto that the grantors will deliver a good warranty deed to the grantees at such time as the principal of \$8,700.00 has been reduced \$1,000.00 to \$7,700.00 and will accept a note and mortgage back for the balance due.

and execute and deliver a good and sufficient warranty deed therefor on condition that we shall pay the sum of Eight Thousand Seven Hundred and No/100 Dollars in the following manner due and payable \$250.00 upon execution of this Bond for Title and \$65.00 per month commencing September 1, 1968 and \$65.00 on the first day of each and every month thereafter until paid in full.

until the full purchase price is paid, with interest on same from date at six (6) per cent, per annum until paid to be computed and paid annually, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition the sum of ten per cent (10%) ~~xxxx~~ for attorney's fees, as is shown by our note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due we shall be discharged in law and equity from all liability to make said deed, and may treat said Walter W. Heatherly and Linda L. Heatherly as tenants holding over after termination, or contrary to the terms of said bond ~~xxx~~ and shall be entitled to claim and recover, or retain if already paid the sum of Sixty-Five (\$65.00) and No/100-----dollars per ~~year~~ month for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we have hereunto set our hands and seals this 30th day of August, A. D., 1968.

In the presence of:

Peggy M. Kinney
Walter A. Clark

Daniel H. Janzen Trustee (SEAL)
Joseph B. Stevens Trustee
Edward R. Hamer Trustee (Seal)
Walter W. Heatherly (Seal)
Linda L. Heatherly (SEAL)

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