

DILLARD, MITCHELL & ARIAIL, P.A.
GREENVILLE, S. C.

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DONNIE S. TAMMERSLEY
R.M.C.

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(NO TITLE EXAMINATION)

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

BOND FOR TITLE

THIS BOND FOR TITLE entered into this day and year hereinafter set forth by and between
JOE N. JOHNSON hereinafter called "Seller", and GARY T. SMITH and
DOROTHY S. SMITH hereinafter called "Buyer", of Greenville County, South
Carolina.

WITNESSETH:

For and in consideration of the sales price and mutual covenants herein contained, the Seller does hereby agree to sell unto the Buyer, and the Buyer does hereby agree to buy, the following described real estate, to wit:
ALL that piece, parcel or tract of land, containing 8.7 acres, more or less, situate, lying and being on the northwestern side of South Carolina Highway No. 414, in Saluda Township, Greenville County, South Carolina, being shown as 4.6 acres and 4.10 acres on a plat of the PROPERTY OF ALVIN SEXTON, made by W. P. Morrow, Surveyor, dated March, 1952, recorded in the RMC Office for Greenville County, S. C., in Plat Book TT, page 79, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center line of South Carolina Highway No. 414 at the corner of property now or formerly owned by Boswell and running thence with the line of said property, N. 41 W., 1065 feet to a point on the line of property now or formerly owned by Johnson; thence with Johnson's land, N. 13 E., 388 feet to a stake in a branch; thence with a branch forming the southwesternmost side boundary line of the property opposite property now or formerly owned by Cox, approximately 1401 feet to a point at the intersection of said branch with South Carolina Highway No. 414; thence with the center line of South Carolina Highway No. 414, N. 56-30 W., 125.4 feet to the point of beginning.

The above described property is the same conveyed to J. M. Johnson by deed of Alvin Sexton recorded in the RMC Office for Greenville County, S. C., in Deed Book 639, page 372, on November 25, 1959.

1. Deed. Subject to full payment of the purchase price and all interest herein, the Seller shall execute and deliver to the Buyer, or his assigns, a good and sufficient Warranty Deed to the above described real estate, conveying a good, marketable fee simple title thereto, free of all liens and encumbrances, subject to all rights of way and easements of public record and actually existing on the ground 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 aforescribed real estate until delivery of the deed and performance of all of the covenants herein contained.

2. Purchase Price. As the total purchase and sales price for the above described property, the Buyer hereby covenants and agrees to pay unto the Seller the following total sum or sums which the Buyer reserves the right to prepay in whole or in part at any time, to wit:

The total sales price of the above described property is in the sum of \$13,335.00, \$100.00 of which has been paid as an earnest money deposit and an additional \$1,900.00 of which has been paid at closing, leaving a balance due in the sum of \$11,335.00, which balance due shall be paid in equal monthly installments in the sum of \$115.00 each, commencing on April 15th, 1979, and on the 15th day of each month thereafter until paid in full. All payments to apply first to interest at the rate of nine per cent per annum on the deferred balance due from time to time outstanding, with balance to principal. The right of prepayment of the principal balance due is hereby reserved.

3. Occupancy. 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 peacefully occupy and possess the above described real estate without interruption from the Seller or anyone lawfully claiming through Seller.

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