

STATE OF SOUTH CAROLINA

S. C.

1148-132

COUNTY OF GREENVILLE

BOND FOR TITLE

THIS BOND FOR TITLE entered into this day and year hereinafter set forth by and between Geraldeen F. Silva (now by marriage Geraldeen F. Benson), hereinafter called "Seller", and Murphy Johnson, 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 certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 82 on a plat of DEL NORTE ESTATES, Section 2, recorded in the RMC Office for Greenville County, S.C. in Plat Book WWW at Page 33, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Del Norte Road at the joint front corner of Lots No. 81 and 82 and running thence with the common line of said lots N. 66-20 E. 140.0 feet to an iron pin; thence S. 23-36 E. 90.0 feet to an iron pin at the joint rear corner of Lots No. 82 and 83; thence running along the line of Lot No. 83 S. 66-20 W. 140.0 feet to an iron pin on the eastern side of Del Norte Road; thence running along said road N. 23-36 E. 90.0 feet to an iron pin, being the point of beginning.

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: Eight Thousand and 00/100 (\$8,000.00) Dollars cash at closing and agreement to pay the mortgage of Fred L. Bagwell, Jr. and Sylvia J. Bagwell to Wachovia Mortgage Company, dated October 15, 1973, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1293, at Page 61, said mortgage having been assumed by Geraldeen F. Silva (now by marriage Geraldeen F. Benson) by deed dated February 15, 1979, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1097, at Page 65, having a present balance of \$28,632.09, with the next payment due on or before May 1, 1981, and the balance of \$19,850.00 to be repaid in equal monthly installments of \$227.87, which represents \$19,850.00 amortized at 10% for 13 years, commencing June 1, 1981, and continuing on the 1st day of each successive month thereafter until paid in full. Purchaser and Seller agree that any federal and state tax benefits derived from the ownership of the real estate described hereinabove shall inure to the Purchaser. Buyer shall make payments directly to Seller in the amount of \$468.00 per month, plus the sum of \$38.64 for taxes and insurance on said loan, commencing June 1, 1981, with Seller to thereafter pay Wachovia Mortgage Company the sum of \$276.65 to be applied against the mortgage indebtedness referred to hereinabove. The warranty deed shall be held in escrow by Horton, Drawdy, Hagins, Ward & Johnson, P.A. until the within contract is complied with by Buyer. This Bond for Contract is non-transferable.

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