- DEFAULTS. The Buyer covenants that in the event of 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, return receipt requested, duly transmitted by registered or certified United States Mail addressed to the last known mailing address of the Buyer notifying the Buyer of such default, and if the Buyer fails to remedy such default within ten (10) days after receipt of such written notice, the Seller may declare this Bond for Title terminated, null and void, and all sums paid hereunder by the Buyer shall be deemed forfeited with the right of the Seller to retain the same in satisfaction of rental of the premises and, in such even, the Seller shall be discharged in law and equity from any liability to deliver the aforementioned Warranty Deed, and shall have the right to enter upon and take possession of the premises, excluding the right of all persons who may be occupying the same, without suit or resort to any court, eviction, foreclosure or other legal or equitable remedy. Should the Seller elect to terminate this Bond For Title and declare all sums paid hereunder as rentals then such sums shall be deemed to be the entire liquidated damages, and the Seller shall not be entitled to specific performance.
- WARRANTIES. The Seller warrants and covenants that he has a good, fee simple, general warranty deed in and to the property described above; that said property has no liens or encumbrances against the same, other than 1974 Greenville County property taxes and a first mortgage to Greer Federal Savings & Loan Association as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1259 , Page 144 , all of which the Seller agrees to pay as the same become due and payable; that Seller will not further encumber the property described above; that Seller warrants and covenants that all heating, wiring, plumbing, furnace, appliances and utilities will be in good working order as of the date Buyer takes possession of the property; that Seller warrants and covenants that the dwelling located upon the property is free from all termite or other wood destroying insects and that Seller shall pay for ridding the dwelling of any infestation or for repairing any previous damage caused thereby within ten (10) days after Seller takes possession of the property.
- 8. OTHER WARRANTIES . Seller further warrants and covenants that he will promptly pay the \$300.00 tap fee to Taylors Fire and Sewer District ten (10) days after Buyer takes possession of the described property and will pay reasonable charge when due for connecting the dwelling to the Taylors Fire and Sewer District sewer system; that Seller further warrants and covenants to promptly remove from the premises any abandoned or junked automobiles presently located thereon.

Seller has no knowledge of any matter which would or may be deemed to be a defect in the title to the property or a defect in the dwelling and covenants that Buyer shall have peaceful possession thereof so long as Buyer complies with the terms and

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