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GREENVILLE CO. S. C.

GREENVILLE S. C. 2 3 53 PM '78

1078-1005

COMMERCIAL TITLE  
CORPORATION

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

Marvin O. Cooper

hereinafter called "Seller", and

Charles A. Hardin, Jr.

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:

Lot 108 Forrester Woods, Section 7, as shown on plat of Forrester Woods recorded in the R.M.C. Office for Greenville County in Plat Book 5-P, at pages 21 and 22, with all improvements thereon and to be constructed thereon.

2(d) continued. . . . as of date of occupancy. Property taxes shall also be prorated as of date of occupancy. Upon closing the amount of principal reduction on said mortgage during the term hereof shall be credited to purchase price due.

2(E) The dwelling being constructed on said property shall be completed in a workmanlike manner similar to other houses in the same subdivision constructed by the Seller and in accordance with the plans and specifications given the current mortgagee and with the allowances as shown on the attached Exhibit. Should the allowances be in excess of amounts expended by Seller for said items, the Purchase Price shall be adjusted downward. If amounts spent on allowances exceed allowance given, the added cost shall be paid to Seller on closing.

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 shall 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:

\$66, 500. 00 to be paid as follows:

A. \$1, 000. 00 on the sealing of these presents to be held in escrow until date of occupancy by Wm. Goldsmith Company and upon occupancy to be paid over to Seller.

B. \$1, 500. 00 on the taking of occupancy of said property by the Purchasers which date is estimated to be on or about April 15, 1978. Said \$1500. 00 shall be payable unto the Seller.

C. Balance in cash on date of transfer of title to said property unto the Purchaser which date shall be within ninety (90) days of the date of occupancy by the Purchaser or within thirty (30) days of the date of closing of the Purchaser's sale of his present home in Tennessee, whichever occurs first. It is further provided that upon an additional payment to the Seller of \$2, 500. 00, the closing may be extended for an additional ninety-day period. All sums paid to Seller by Purchaser hereunder shall apply to the balance of the purchase price due on closing.

D. During the term of this agreement Seller shall allow Purchaser to occupy the dwelling beginning on April 15, 1978 or as soon thereafter as dwelling is complete. Purchaser agrees upon occupancy to pay unto Seller the principal and interest payments due on the current mortgage on the property, a copy of which is attached hereto and made a part hereof. Principal and interest payments shall be prorated (continued under description a-

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

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