- 2. DEED. Subject to full payment of the purchase price as set forth in Paragraph 1 above, 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, subject to all rights-of-way, easements of public record, subdivision set back lines and protective covenants. Such deed shall be free and clear of all liens and encumbrances, with the exception of the Casteel mortgage, if Buyer exercises his option to assume such mortgage.
- 3. SELLER'S OBLIGATIONS: The Seller agrees to pay to Casteel, at the signing of this Bond for Title, the sum of Four Hundred Sixty-Nine and 98/100 (\$469.98) Dollars, representing the sum in arrears upon the Casteel mortgage. The Seller further agrees to continue to pay to Casteel, to be applied to such mortgage, the monthly sum of One Hundred and Fifty-Six and 66/100 (\$156.66) Dollars. Seller agrees to make such payments until such mortgage is paid or assumed by the Buyer.
- 4. 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. Buyer shall not waste or change the layout of such property, until a deed is delivered.
- 5. TAXES AND INSURANCE. The Seller will pay all assessments and property taxes of every kind and nature levied against the premises and due for the year 1977 and before. Taxes for the year 1978 shall be pro-rated as of the signing of the Bond for Title.
- DEFAULTS. The Buyer covenants that in the event that any of the sums set forth above shall not be paid when due 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 mailing address of the Buyer stated above, 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 event, 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.
- 7. WARRANTIES. The Seller warrants and covenants that he has a good, fee simple, general warrant; title in and to the property described above; that the said property has no liens or encumbrances against the same, other than 1978 Greenville County property taxes and a first mortgage to James D. Casteel as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1412, Page 513, and that Seller will not further encumber the property described above.

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