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4. Taxes and Insurance. The Buyer covenants that he will keep the premises and all improvements now existing or hereafter erected thereon in a good state of maintenance and repair, reasonable wear and tear and damage by fire or other casualty alone excepted; that he will keep said improvements now or hereafter erected upon said premises insured against fire or other perils in a reputable company or companies, authorized to do business in the State of South Carolina, in a sum of not less than the full insurable value of said improvements, and deliver to Seller appropriate endorsements on said policies. The Buyer will pay all assessments and property taxes of every kind and nature levied against the premises when due. In the event the Buyer fails to pay for such taxes and insurance when due, the Seller shall have the right to pay for the same and add the costs thereof to the balance due on the purchase price, which shall bear interest at the rate hereinabove provided.

5. [REDACTED]

6. 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 duly transmitted by regular 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 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. Provided, however, that the rights of the Seller herein shall not be construed to exclude any other remedy, suit or action available to Seller in law or equity for the enforcement of this Bond for Title, or any amounts due thereon, in which event court costs and reasonable attorneys' fees shall be added to the balance of the purchase price due hereunder.

7. Time is of the essence of this agreement. The Buyer shall not assign, transfer or encumber any right that Buyer may have under this Bond for Title until such time as said Buyer has paid the full purchase price and all interest due hereunder and receives from the Seller the above mentioned deed. The words "Seller" and "Buyer" as used herein shall include the masculine and feminine gender, singular and plural, and shall include any person, partnership or corporation as the context may require. This agreement contains the entire agreement between the parties and shall inure to the benefit of and become binding upon the Buyer and the Seller, their heirs, assigns, successors, executors and administrators.

8. Refinancing. In the event that the equity of the Buyer in the above described property becomes sufficient to enable the Buyer to take a deed and legal title to the above described property and to place thereon a mortgage loan at then current interest rates by either Government insured or conventional financing, the Buyer shall upon the request of the Seller accept delivery of the above mentioned deed to the above described property, sign all such applications and execute all such papers as may be requested by Seller to finance by way of a mortgage loan the above described property, with all closing costs permitted by law to be paid by Seller.

9. In the event the Sellers should fail to remit and pay over Buyers' funds to timely pay the monthly installments on the First Federal Savings and Loan Association note and mortgage, or in the event that the First Federal Savings and Loan Association note and mortgage aforesaid should become in default through any act on the part of the Sellers, then the Buyers shall be entitled to cure said default or to make such payments to cure such default and to deduct the amount thereof from any sums otherwise due the Sellers under the terms of this Bond for Title.

10. The Sellers upon the execution of this Bond for Title execute and deliver for deposit in escrow a warranty deed to the property covered by the terms of this Bond for Title with the Buyers named as Grantees thereon which deed shall be held in escrow by H. Samuel Stilwell, Attorney at Law. Upon the payment in full of the \$15,000.00 balance due as above described by the Buyers to the Sellers, the escrow agent shall deliver said deed for no additional consideration to the Buyers. The Buyers at their election may at any time during the term of this Bond for Title, apply for and assume the existing First Federal Savings and Loan mortgage at the then existing balance, all at the cost of the Buyers, in which event, any balance due at that time on the \$15,000.00 indebtedness due by Buyers to Sellers shall be reduced to a note and second mortgage covering the above described property, secondary to the lien of First Federal Savings & Loan Association, and in which

IN WITNESS WHEREOF, the Buyer and Seller have caused this Bond for Title to be executed this 5th day of February A.D. 1981.

Edward M. Hyde Seller
Mary W. Hyde Seller
Charles B. Bell Buyer
Rita S. Bell Buyer

In the Presence of:
Constance W. McLeod
John N. Dillard

JOHN M. DILLARD 6634, J. 22311
FEB 5 1981

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named parties sign seal and as this (their) act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 5th day of February 19 81

Constance W. McLeod (SEAL)
Notary Public for South Carolina
My Commission Expires: 5/22/83

John N. Dillard
John N. Dillard

* event the deed of conveyance held in escrow shall be delivered to the Buyers.

RECORDED FEB 5 1981 at 12:30 P.M.

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