STATE OF SOUTH CAROLINA

10 S.C.

i 1111 - 95

COUNTY OF GREENVILLE

ાં કુમ **'8**1

BOND FOR TITLE

THIS BOND FOR TITLE entered into this day and year hereinafter set forth by and between .....

Ann E. Pruitt \_\_\_\_\_\_\_, hereinafter called "Selle

and \_\_\_\_\_ Charles T. Evans 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 unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 125 of the Highlands Horizontal Property Regime as is more fully described in Master Deed dated August 25, 1972, and recorded in the RMC Office for Greenville County in Deed Volume 953, at Page 113-182, and survey and plot plans recorded in Plat Book 4S at Pages 20, 21, and 22, as amended by First Amendment to Master Deed dated March 5,1974, and recorded in the RMC Office for Greenville County in Deed Vol. 996 at Pages 45-99, inclusive, said new survey and plot plans being recorded in the RMC Office for Greenville County in Plat Book 5F at Pages 18-20.

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 hens 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 aforedescribed 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 bereby 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. Eleven Thousand Eight Hundred Twenty-nine and 89/100 (\$11,829.89) Dollars cash at closing and agreement to pay the mortgage of Ann E. Pruitt to First Federal Savings and Loan Association, dated April 9, 1979, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1462, at Page 620, having a present balance of \$24,070.11, with the next payment due on or before May 1, 1981. In the event First Federal Savings and Loan Association exercises its option to accelerate payment of its mortgage pursuant to the due-on-sale provisions of same, then, in such event, Purchaser agrees to formally assume and/or satisfy said mortgage within fifteen (15) days after receiving written notice of First Federal Savings and Loan Association's intention to so accelerate. The Purchaser further agrees to assume and/or satisfy said mortgage on or before April 23, 1985. Purchaser and Seller agree that any federal and state tax benefits derived from the ownership mortgage on or before of the real estate described hereinabove shall inure to the Purchaser. Buyer shall make principal and interest payments in the amount of \$231.30 and tax and insurance payments in the amount of \$42.23, commencing May 1, 1981, directly to a savings account at First Federal Savings and Loan Associal tion in the name of Ann E. Pruitt, which account will thereafter be drafted by First Federal Savings and Loan Association to apply against the mortgage indebtedness. The condominium regime fee in the amount of \$32.25 shall be made by Buyer directly to the Highlands Condominium Association. The warranty deed shall be held in escrow by Horton, Drawdy, Hagins, Ward lphaJohnson P.A. until the within contract is complied with by Buyer.

Ο· Ο·

325 RV-2.