COUNTY OF GREENVILLE

THIS BOND FORTITLE entered into this day and year hereinafter set forth by and between ______, hereinafter called "Seller".

and James Anthony Suther and Deborah Ann Suther bereinafter 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 piece, parcel or tract of land in Saluda Township, Greenville County, State of South Carolina, being known and designated as Lot No. 5 of a revision of Goodwin Bridge Estates, as shown on plat entitled "Revise Plat, Goodwin Bridge Estates" recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book 5-J, Page 19, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center of Marcia Court at the joint front corner with Lots 4, 8 and 8-A, and running thence along the line of Lot 4, S. 88-42 W. 481.74 feet to an iron pin; thence S. 1-00 E. 174.0 feet to an iron pin at the joint rear corner of Lots 5 and 5-A; thence along the line of Lot 5-A N. 80-00 E. 489.0 feet to a point in the center of Marcia Court at the joint front corner of Lots 5 and 5-A; thence along the center of Marcia Court N. 1-43 W. 100.0 feet to the beginning corner.

The above described property is part of the same conveyed to me by two deeds, one from Douglas M. and Marcia C. Raines dated December 17, 1974, and recorded on Jan. 31, 1975, in the R. M. C. Office for Greenville County in Deed Book 1014, Page 90, and the other dated March 6, 1975, and recorded on April 9, 1975 in the R. M. C. Office for Greenville County in Deed Book 1016, Page 562.

This conveyance is subject to an easement which grantor expressly reserves on the vesternmost portion of the said tract for the purpose of flooding the same with a lake to be constructed on other property of the grantor and others. It is understood that the flooding easement herein reserved shall not apply in any manner to that portion of Lot 5 which fronts on Marcia Court and runs back to a depth of 306.74 feet on the northern sideline and 314 feet on the southern sideline, it being intended that the flooding easement shall be limited to the westernmost or rearmost 175 feet of said lot. This easement shall be construed (cont'd on reverse)

- 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 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 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: Four Thousand Five Hundred (\$4,500.00) and no/100 ths Dollars to be paid as follows: Six Hundred and no/100 ths Dollars upon the execution hereof, receipt acknowledged, and the balance of Thirty-Nine Hundred and no/100 ths Dollars to be paid in 120 equal monthly installments of \$51.54, commencing on June 15, 1981, which payments are to be applied first to interest, balance to principal, with interest on the deferred balance at the rate of ten (10) per cent per annum to be computed and paid monthly; with the balance due in full on or before ten years after date, with the privilege to anticipate payment of part or all of the balance at any time.

3 . 12301A01

1.