

1. 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. Escrow Account. The Seller in his discretion may require the Buyer to deposit with Seller in addition to the payments above provided for principal and interest payable under the terms hereof a sum equal to 1/12 of the annual taxes, public assessments and insurance premiums and the Seller may at his option pay said items and charge all advances therefore to the indebtedness due hereunder, or segregate said funds and apply the same toward payment of said taxes, public assessments and insurance premiums. Said escrow payments shall not bear interest to the Buyer.

Mitchell & Arrial

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6. 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.

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7. Seller agrees not to encumber said property in the future and any attempt to do so shall be void.

8. In the event either party institutes an action to enforce its rights or collect damages for breach of this Bond for Title, then the prevailing party shall be entitled to a reasonable attorney's fee and any costs incurred.

Filed for record in the office of
the R. M. C. for Greenville
county, S. C. at 11:49 o'clock
A. M. Oct. 16, 1981
and recorded in Deed Book
1156 at page 917
R. M. C. for G. Co. S. C.

IN WITNESS WHEREOF, the Buyer and Seller have caused this Bond for Title to be executed this 15th day of October A.D., 1981.

In the Presence of:

[Signatures of witnesses]

COTHRAN & DARBY BUILDERS, INC. Seller
By: *[Signature]* Seller
John C. Cothran, Vice President
[Signature] Buyer
ALAN M. PEABODY Buyer

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 (his) (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 15th day of October 19 81.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 3/26/89

[Signature]
JACK H. MITCHELL, III

[Handwritten notes and stamps]
OCT 16 1981
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