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JOHN M. DILLARD, P.A., GREENVILLE, S. C. FILED GREENVILLE: CO. S. C.

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C STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE GONNIE S. TANKERSLEY BOND FOR THEE R.H.C.

THIS BOND FOR THILE entered into this day and year hereinafter set forth by and between ___J. W. ROBERTS

, hereinafter called "Seller", and _ MARVIN_B. SUTTON and

LINDA L. SUTTON

hereinafter called "Buyer", of Greenville County, South

WITNESSETH:

For and in consideration of the sales price and mutual covenants herein contained, the Seller does hereby agree to sell unto the LBuyer, and the Buyer does hereby agree to buy, the following described real estate, to wit:

ALL that piece, parcel or lot of land, together with all buildings and improvements, situate, lying and being on the northeastern side of Dove Tree Road, being shown and designated as Lot No. 83 on a plat of DOVE TREE subdivision, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-X, pages 21 through 23, and being the same property conveyed to J. W. Roberts by deed of Dove Tree Realty, a partnership, appearing of record in Deed Book 1002, page 351.

The above described property is currently subject to a mortgage held by First Federal Savings and Loan Association thereon in the sum of \$45,600.00, appearing of record in Mortgage Book 1315, page 427, which has a present balance due in the sum of \$44,919.79, and is subject to restrictive covenants, rights of way, easements, conditions, roadways, and setback lines applicable to Dove Tree subdivision.

- 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 shall 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:

The total sales price for the above described property is the sum of \$58,450.00, of which \$1,000.00 is to be credited as an earnest money deposit held by Uldrick & Company, Inc., on behalf of the Buyers and Seller. The Buyers shall give to the Seller upon the execution of this Bond for Title by the Seller the additional sum of \$12,450.00 in cash. The remaining balance in the sum of \$45,000.00 shall be due and payable in monthly installments in the sum of \$369.45 each, commencing retroactively on February 1, 1977, (the date on which the Buyers moved into the above described propety) and continuing thereafter monthly on the same day of each month until paid in full; all payments to apply first to interest at the rate of nine per cent per annum, with balance to principal.

The Buyers shall pay in addition to the principal and interest installments provided above an amount sufficient to cover property taxes and homeowners insurance policy on the property in accordance with the terms of Paragraph 5 hereinafter set forth.

3. 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.

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