- 10. Refinancing. In the event that the equity of the Buyer in the above describe 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 the 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. At such time as Buyer has paid Seller \$9,000.00 whereupon Seller is to furnish a deed to Buyer, as provided above, Seller agrees to finance the unpaid balance at such time at the prime rate at that time and Buyer agrees to execute a note and mortgage agreeing to pay the balance in monthly installments for the unexpired term of this contract at the prime rate of interest. In the alternative, Buyer and Seller can continue under this Bond for Title in accordance with the terms provided herein.
- 11. Risk of Loss. Destruction of, or damage to, any building or other improvement now or hereafter placed on the property, or of any personal property, if any, described in this contract, whether from fire or any other cause. shall not release the Buyer from any of his obligations under this contract; it being expressly understood that the Buyer bears all risk of loss to, or damage of, the property.
- 12. Alterations. The Buyer will not renovate, remodel, or alter any building or improvement now or hereafter situated on the property, or construct any additional building, buildings, or improvements on the property without first giving written notice and submitting plans for such renovating, remodeling, or construction to the Seller and getting the Seller's approval in writing of such plans.
- 13. Mechanics Liens. The Buyer shall indennify and hold the Seller and the property of the Seller, including the Seller's interst in the property, free and harmless from liability for any and all mechanics' liens or other expenses or damages resulting from any renovations, alterations, buildings, repairs, or other work placed on the property by the Buyer.
- 14. Liability. The Buyer shall indemnify and hold the Seller free and harmless from any and all demands, loss, or liability resulting from the injury to or death of any person or persons because of the negligence of the Buyer or the condition of the property at any time or times after the date possession of the property is delivered to the Buyer.
- 15. Waiver of Breach. A waiver by the Seller of any breach of any of the provisions of this agreement required to be performed by the Buyer shall not bar the rights of the Seller to avail itself of any subsequent breach of any such provisions.

IN WITNESS WHEREOF, the Buyer and Seller have caused this Bond for Title to be executed this 6th day of August, 1979.

In the Presence of: SELLER 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 6th day of August, 1979.

Notary Public for South Carolina

Edith Arn Chapman

My commission expires: 10-14-86

BECORDE: NOV 2 9 1979

- 3 -

17996

at 3:22 P.M.