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- 3. OCCUPANCY. As long as the covenants and conditions of this Bond for Title continue to be performed by Buyer, the Buyer shall have the right to peaceably occupy and possess the above described real estate without interruption from Seller or anyone lawfully claiming through Seller. Buyer is accepting subject property in its present "as is" condition, and Seller shall have no further responsibility for maintenance and repairs.
- 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 authorized to do business in 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 Buyer fails to pay for such taxes and insurance when due, 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. Seller shall be named on said insurance policy or policies as the Seller's interest may appear.
- DEFAULTS. Buyer covenants that in the event any of the sums set forth above shall not be paid when due (including interest, principal, taxes and insurance), or in the event Buyer fails and neglects to carry out any of the terms, conditions and obligations set forth in this Bond for Title, Seller shall give written notice transmitted by regular United States mail, addressed to the last known mailing address of Buyer notifying the Buyer of such default; and if Buyer fails to remedy such default within 10 days after receipt of such written notice, Seller may declare this Bond for Title terminated, null and void, and all sums paid hereunder by the Buyer shall be deemed forfeited with the right of Seller to retain the same in satisfaction of rental of the premises. In such event, the Seller shall be discharged in law and equity from any liability to deliver the aforementioned Warranty Deed, and shall have the right to enter upon and take possession of the premises, excluding the right of all persons who may be occupying the same, without suit or resort to any Court, eviction, foreclosure or other legal or equitable remedy. PROVIDED HOWEVER, that the rights of Seller herein shall not be construed to exclude any other remedy, suit or action available to Seller in law or equity for the enforcement of this Bond for Title, or any amount due thereon, in which event Court costs and reasonable attorney's fees shall be added to the balance of the purchase price due hereunder.
- 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 a deed from the Seller. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 25th day of February , 1983.

IN THE PRESENCE OF:

JAMES L. JONES SELLER

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MARVIN O. JONES BU

BUYER

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