

1979-03-30

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) BOND FOR TITLE TO REAL ESTATE

This Bond for Title entered into this 30 day of March, 1979, by and between Perry E. Burton, hereinafter referred to as the "Seller" and Terry L. Phillips and Dora D. Phillips, hereinafter referred to as the "Purchasers".

W I T N E S S E T H:

For and in consideration of the sales price and mutual covenants herein contained, the Seller does hereby agree to sell unto the Purchasers and the Purchasers do hereby agree to purchase, the following described real estate, to-wit:

1. Subject property: ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Greenville, State of South Carolina, on the northeastern side of Road No. 55 (Neely Ferry Road) and having according to a plat entitled, "Property of Mrs. Bergil H. Barron" prepared by Webb Surveying and Mapping Company, dated March 24, 1971 and recorded in the Greenville County R.M.C. Office in the name of Terry L. and Dora D. Phillips, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of the Neely Ferry Road, said nail and cap being 792 feet, more or less, northwest from the intersection of said road and the Nash Mill Road and at the intersection of a County Road and running thence with the County Road, N. 51-30 E. 440 feet to a point in the center of said County Road; thence N. 49-46 W. 1,374 feet to an iron pin; thence S. 51-30 W. 440 feet to a nail and cap at the edge of the Neely Ferry Road; thence along the edge of the Neely Ferry Road, S. 49-46 E. 1,374 feet to the point of beginning.

2. Deed. Subject to full payment of the purchase price and all interest herein, the Seller shall execute and deliver to the Purchasers, or their assigns, a good and sufficient General 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. Legal title shall not vest in Purchasers in and to the aforescribed real estate until delivery of the deed and performance of all of the covenants herein contained. Seller shall not cause to be created any lien or encumbrance which might create a cloud on or in any manner affect the marketable title to said property, and in the event any such cloud on the marketable title shall arise during the term of this Bond for Title, Seller shall perform all acts necessary to remove such cloud on the marketable title without cost or expense to the Purchasers. At such time as final payment of the indebtedness hereunder is made, said final payment shall be reduced by an amount sufficient to pay for documentary tax stamps on the deed to the subject property as applicable at such date of payment.

RECORDED
MARCH 30 1979

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