

STATE OF SOUTH CAROLINA } 2 15 PM '80
 } DONNIE W. WAINWRIGHT
COUNTY OF GREENVILLE } R.M.C.

BOND FOR TITLE

THIS BOND FOR TITLE entered into this day and year hereinafter set forth by and between Philip W. Jones
_____, hereinafter called "Seller", and Armand Curtis and
Carolyn Curtis hereinafter called "Buyer", of Greenville County, South
Carolina.

WITNESSETH:

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

ALL that lot of land with buildings and improvements, lying at the southeastern corner of the intersection of Harness Trail with Lipizzan Way in Greenville County, South Carolina, being shown and designated as Lot No. 32 on a plat of Heritage Lakes made by Heaner Engineering Company, Inc., recorded in the RMC Office for Greenville County, S.C. in Plat Book 6H, Page 16, reference to which is hereby craved for the metes and bounds thereof.

The above described property is subject to a Note and Mortgage given by Philip W. Jones to First Federal Savings and Loan Association of Greenville, S.C. in the original sum of \$45,600.00, recorded in the RMC Office for Greenville County, S.C. on September 7, 1979 in Mortgage Book 1479, Page 969.

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 aforescribed 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 purchase price of the above described property is in the sum of \$57,000.00. On the execution of this Bond for Title a \$2,000.00 commission will be paid by Seller to Armand Curtis and Company, Realtors, leaving a balance of \$55,000.00. \$500.00 has been paid prior to the execution of this Bond for Title by the Buyer to the Seller and an additional \$8,900.00 will be paid upon the execution hereof by the Buyer to the Seller, leaving a balance due in the sum of \$45,600.00, which will be paid by the Buyer to the Seller in monthly installments in the amount and on the date due as now due by the Seller to First Federal Savings and Loan Association on the above mentioned first mortgage. All payments by the Buyer to the Seller shall be at the rate of eleven (11%) per cent per annum on the deferred balance due from time to time. The Buyer shall additionally pay to the Seller or pay directly, whichever the Buyer and Seller shall from time to time agree upon, all property taxes and insurance on the property.

An executed deed not to be recorded shall be held in escrow by John M. Dillard, Attorney, to be redelivered to the Seller in the event of default by the Buyer, but in the event of no default to be delivered to the Buyer upon the assumption of the existing first mortgage by the Buyers hereinafter set forth. All interest, taxes, and insurance shall be pro-rated at closing of this Bond for Title in accordance with the attached statements.

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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