

FILED
GREENVILLE CO., S.C.
4 25 PM 1979
CITY CLERK

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

BOND FOR TITLE.

THIS BOND FOR TITLE entered into this day and year hereinafter set forth by and between Danco, Inc.

hereinafter called "Seller", and Louis S. Mazzie

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 piece, parcel or lot of land situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 16 on plat of Forrester Woods, Section 7, and recorded in the RMC Office for Greenville County in Plat Book 5-P at Pages 21 and 22.

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 there to, 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: \$81,500.00 to be paid as follows: (a) \$1,000.00 on or before the sealing of these presents; (b) \$4,000.00 on or before the buyer's taking occupancy; (c) \$76,500.00 on or before April 20, 1979, \$65,200.00 of which may be payable by the assumption of the first mortgage on the property recorded in Mortgage Book 1447 at Page 592; (d) balance of \$11,300.00 payable on or before April 20, 1979, which said \$11,300.00 shall bear interest from this date at the rate of ten (10) per cent and which said amount shall be evidenced by a promissory note executed of even date herewith; (e) during the term of this Agreement, Seller shall allow the Buyer to occupy the premises. For the privilege of occupancy, the Buyer agrees to pay unto the current mortgagee of said policy monthly payments in the amount \$560.18 per month commencing on March 1, 1979. The February, 1979 payment shall be pro rated between the Seller and Buyer with the Buyer being responsible for the pro rated amount of the payment for the days in February following the occupancy of the property. The Purchaser hereby agrees to assume and indemnify the Seller for the amount of principal and interest due on the aforementioned mortgage which shall become due during the term hereof and the Buyer shall have the full right for State and Federal income tax purposes to deduct any interest payments made on said note during the term of this Bond for Title is in effect. Real property taxes shall be pro rated as of the date of occupancy and the Buyer shall be responsible for swimming pool maintenance fees as of the date of occupancy with the Seller being responsible for the initial membership fee for said swimming pool membership.

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 peacefully occupy and possess the above described real estate without interruption from the Seller or anyone lawfully claiming through Seller.

282

4323 RV.2