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GREENVILLE, S.C. 29603 6 4146 a 980

STATE OF SOUTH CAROLINAGE 3 12 33 PH 181

BOND FOR THIE

COUNTY OF GREENVILLE SORY

THIS BOND FOR TITLE entered into this day and year hereinafter set forth by and between KENT B.

CHADWICK AND SARA A. CHADWICK

and DAVID K. SMITH AND SUSAN B. SMITH

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, with all improvements

thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 25 on plat of Montclaire Subdivision, recorded in the R.M.C. Office for Greenville County, in Plat Book 4-F, at Page 49 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Archdale Drive, the joint front corner of Lots 24 and 25 and running thence with the joint line of said lots, S. 64-08 E. 170 feet to an iron pin; thence N. 29-18 E. 100.5 feet to an iron pin in the center of a Duke Power right-of-way; thence with center of said right-of-way, N. 44-22 W. 176.6 feet to an iron pin on the southeast side of Archdale Drive; thence with the southeast side of said drive, S. 29-18 W. 160 feet to the beginning corner.

This conveyance is made subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

The above monthly payments will be made by the Buyers to Town & Country Realty, Inc.

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<sup>1.</sup> 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 aforedescribed real estate until delivery of the deed and performance of all of the covenants herein contained.

<sup>2</sup> 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 Seven Thousand Eight Hundred Fifty and No/100 (\$7,850.00) Dollars in cash, receipt of which is hereby acknowledged and monthly payments of Four Hundred Eighty-Three and 74/100 (\$483.74) ,1981 and continuing Dollars beginning the First day of April until the first day of October, 1983 , at which time the Buyers shall secure permanent financing by either assuming or paying off their present Mortgage with Fidelity Federal Savings and Loan. The Buyers agree to pay said Mortgage of Fidelity Federal Savings and Loan in full should Fidelity Federal Savings and Loan call said Note due and payable prior to the above date.