- 7. Purchaser acknowledges that he is purchasing the subject property in an "as is" condition and Purchaser covenants that he will keep the premises and all improvements now existing or hereafter erected thereon in a good state of maintenance and repair reasonable wear and tear excepted. All personal property presently in or on said property, including but not limited to fixtures, rugs, drapes, curtains, appliances is included as part of this transaction.
- 8. Time is of the essence of this agreement. words "Seller" and "Purchaser" 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.
- 9. A waiver by the Seller of any breach of any of the provisions of this agreement required to be performed by the Purchaser shall not bar the rights of the Seller to avail himself of any subsequent breach of any such provisions.
- 10. In the event either party institutes an action to enforce its rights or collect damages for breach of this Bond for Title, then the prevailing party shall be entitled to a reasonable attorneys fee and any costs inccurred. Also, Seller agrees to submit to the jurisdiction of the Greenville County, South Carolina courts and waives any jurisdictional defenses in the event of a dispute concerning this Bond for Title.
- 11. This agreement contains the entire agreement between the parties and shall inure to the benefit of and become binding upon the Purchaser and the Seller, their heirs, assigns, next of kin, executors and administrators.

IN WITNESS WHEREOF, the Purchaser and Seller have caused this Bond for Title to be executed this 292 day of July 1981.

Witnesses:

Sukx Mitchell

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