

GREENVILLE S.C.

DEC 19 4 54 PM 1957

BOOK 589 PAGE 441

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

LILLIE FARRINGTON
H.M.C.

BOND FOR TITLE

KNOW ALL MEN BY THESE PRESENTS:

That I, J. W. Pitts, of Greenville County, State of South Carolina, hereinafter called the Seller, have agreed to sell, and Clyde C. Kelly, of Greenville County, State of South Carolina, hereinafter called the Purchaser, have agreed to purchase for the sum of \$11,950.00, the following described real estate, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, being known and designated as all of Lot No. 70 and a small portion of Lot No. 69, Block D, of a subdivision known as Mayfair Estates as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book S, pages 72 and 73, and having, according to a more recent survey prepared for J. W. Pitts by C. C. Jones, C. E., dated September 3, 1957, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the eastern side of Sutton Drive, joint corner of Lots Nos. 70 and 71; thence with the eastern line of Lots Nos. 71, 72 and 73, N. 72-43 E. 148.3 feet to an iron pin at the joint rear corner of Lots Nos. 5 and 70; thence S. 29-53 E. 68.3 feet to an iron pin; thence with a new line through Lot No. 69, S. 72-43 W. 163.1 feet to an iron pin on the eastern side of Sutton Drive; thence with said Drive, N. 17-17 W. 66.66 feet to the beginning corner; and being a portion of the property conveyed to me by Benny L. Smith by deed dated August 31, 1957, and recorded in the R. M. C. Office for Greenville County in Deed Vol. at page ."

Of the abovementioned purchase price the Purchaser has paid the sum of \$5.00 as a down payment, and has executed a promissory note agreeing to pay the sum of \$11,945.00, in monthly payments of \$85.00 each, with payments to begin on the first day of January, 1958 and continuing thereafter until January 1, 1959, at which time Purchaser is to secure a loan from the First Federal Savings and Loan Association of Greenville, or some other financial institution of like nature, at which time the balance due under this bond for title shall be paid in full. At such time as said payment in full is received a good fee simple general warranty deed shall be delivered by the Seller to the Purchaser. The abovementioned monthly payments are to include interest at the rate of six (6%) per centum per annum as provided in the said promissory note, which interest payments will not go toward reducing the principal balance due the Seller by the Purchaser.

It is agreed that time is of the essence of this contract and that if said payments are not made as and when due, and should the Purchaser fail to pay the taxes and fire insurance premiums on said property during the life of this Contract, the Seller shall be discharged from all liability in law and in equity to make and deliver said deed, and may treat said Purchaser as a tenant holding over after termination, and shall be entitled to claim and recover, or retain if already paid, the amounts paid hereunder as rental for said property, and by way of liquidated damages, or may sue for the enforcement of payment of said note in full.

(Continued on Next Page)

Satisfied and cancelled this 22nd day of Aug. 1958.

*J.W. Pitts
Seller (Pitts)*

SATISFIED AND CANCELLED OF RECORD
26 DAY OF Sept 1958