

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) BOND FOR TITLE

DEC 9 11 04 AM 1960

KNOW ALL MEN BY THESE PRESENTS that Crosswell Company, a corporation, has agreed to sell to Francis Ewing Gibson and Marean Gibson, buyers, that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, known and designated as lots 42 and 43 of Glendale Heights, as shown on a plat recorded in plat book KK at page 143.

The seller agrees to execute and deliver a marketable fee simple warranty deed to this property on condition that the buyers pay the sum of Fifteen Thousand Five Hundred (\$15,500.00) Dollars in the following manner:

- (1) The sum of One Hundred (\$100.00) Dollars to be paid as of the date of this instrument.
- (2) The balance of Fifteen Thousand Four Hundred (\$15,400.00) Dollars shall be paid in semi-monthly instalments of Fifty-five (\$55.00) Dollars commencing March 1, 1960, with the next instalment due March 15, 1960, and like instalments of Fifty-five (\$55.00) Dollars on the 1st and 15th of each succeeding month thereafter through January 15, 1965. The principal sum shall bear interest at the rate of six (6%) percent per annum from date to be computed and paid monthly; all interest not paid when due to bear interest at the same rate as principal. Instalments to be applied first to the interest and then to the principal. Prior to February 1, 1965, the seller agrees to deliver its deed upon payment of the entire unpaid purchase price. In the event that the buyers are unable to secure a loan sufficient to pay the unpaid purchase price in full to the seller, the seller agrees to accept the buyers' note and mortgage as a second lien on this property. This note shall be in the amount of the difference between the unpaid purchase price at that time and the maximum amount they are able to secure by a loan. The terms of this second mortgage and note shall be such that the payments under the first mortgage and second mortgage (proposed) shall not exceed the monthly payments under this Bond for Title. The balance due under the note and second mortgage (proposed) shall be paid not later than February 1, 1970.

As is shown by the buyers' note of even date herewith, in case the unpaid purchase price, or any part thereof, be collected by an attorney or through legal proceedings of any kind, then in addition the sum of a reasonable amount for attorney's fee shall be paid by the buyers.

The buyers agree to pay all taxes and insurance while this contract is in force.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due, the seller shall be discharged in law and equity from all liability to make said deed, and may treat the buyers as tenants holding over after termination, or contrary to the terms of a lease, and shall be entitled to claim and recover, or retain if already paid, all payments made under this contract as rent, or may enforce payment of the buyers' note executed this date.

IN WITNESS WHEREOF the said granting corporation has caused its corporate seal to be affixed and these presence to be subscribed by its duly authorized officer, James A. Harris, as President, on this the 14th day of January, 1960.

WITNESS:
[Signature]
[Signature]

CROSSWELL COMPANY, a Corporation (Seal)
BY *James A Harris Pres*
JAMES A. HARRIS, as President

(Continued on Next Page)

For Release of Bond for Title see Deed Book 671 Page 212