

3. Occupancy. As long as the covenants and conditions of this Bond for Title continue to be performed, the Buyers shall have the right to peaceably occupy the premises hereinabove agreed to be sold without interruption from the Seller. The Buyers shall make the payments on the ~~5.74.72~~ Federal Savings and Loan Association construction loan in the monthly amounts of \$179.11 each, commencing on February 1, 1972, and continuing through Sept. 1972, when said loan shall be assumed by the Buyers. Said monthly payments shall be in lieu of any rental payable by the Buyers to the Seller for the premises prior to closing on or before Sept. 1, 1972.

4. Taxes and Insurance. The Buyers covenant that they 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 damage by fire or other casualty alone excepted; that they will keep said improvements now or hereafter erected upon said premises insured against fire or other perils in a reputable company or companies, authorized to do business in the State of South Carolina in a sum not less than the insurable value of all buildings and improvements on the above described property, and deliver to the Seller for appropriate endorsements on said policy or policies satisfactorily insuring Seller's interest in the event of loss or destruction of the premises by fire or other casualty. The Buyers will pay all Greenville County Property Taxes levied against the premises when due. In the event the Buyers fail to pay for such taxes and insurance when due, the Seller shall have the right to pay for the same and add the costs thereof to the balance due on the purchase price, which shall bear interest at the rate hereinabove provided.

5. Defaults. The Buyers covenant that in the event of any of the sums set forth above shall not be paid when due (including interest, principal, taxes and insurance), or in the event the Buyers fail and neglect to carry out any of the terms, conditions and obligations set forth in this Bond for Title, the Seller shall give written notice duly transmitted by Regular United States Mail addressed to the last known mailing address of the Buyers notifying the Buyers of such default, and if the Buyers fail to remedy such default with thirty (30) days after receipt of such written notice, the Seller may declare this Bond for Title terminated, null and void, and all sums paid hereunder by the Buyers shall be deemed forfeited with the right of the Seller to retain the same in satisfaction of rental of the premises, and, in such event, the Seller shall be discharged in law and equity from any liability to deliver the aforementioned Warranty Deed, and shall have the right to enter upon and take possession of the premises, excluding the rights of all persons who may be occupying the same, without suit or resort to any court, eviction, foreclosure or other legal or equitable remedy. Provided, however, that the rights of the Seller herein shall not be construed to exclude any other remedy, suit or action available to Seller in law or equity for the enforcement of this Bond for Title, or any amounts due thereon, in which event court costs and reasonable attorney's fees shall be added to the balance of the purchase price due hereunder.

6. Benefits. Seller and Buyers covenant that the terms, obligations and agreements contained in this Bond for Title shall inure to the benefit of, and become binding upon the respective parties hereto, their heirs, assigns, executors and administrators.

7. Warranties. As a part of the consideration for this Bond for Title, the Seller warrants that it is the owner of a good and marketable title in fee simple absolute in and to the above described property excepting for utility rights of way and easements in

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