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paid from the escrow account owned by the Seller, and into which the Purchaser shall begin making payments.

It is further agreed that time is of the essence of this contract, and that if the payments mentioned herein are not made when due, that the Seller shall be discharged in law and equity from all liability to make said deed, and may treat the Purchaser herein as a tenant holding over after termination, and shall be entitled to claim and recover, or retain if already paid, all sums which have been paid hereunder as rent, or by way of liquidated damages, plus reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 11 day of December, 1975.

WITNESSES:

4-D BUILDERS CORP.

[Signature]
[Signature]

By:

[Signature]
Dean Davidson, Seller
[Signature]
James W. Smith, Purchaser

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared the undersigned, who on oath, states that (s)he saw the within named parties sign, seal and as their act and deed deliver the within written Bond for Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this

[Signature]

11 day of December, 1975.

[Signature]
Notary Public for South Carolina
My Commission Expires: 1/11/82

RECORDED DEC 16 1975 At 9:42 A.M. # 15527

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