

THE STATE OF SOUTH CAROLINA
County of Greenville

BOND FOR TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: Cape N. Eller has agreed to sell to Levis and Evelyn Ivester a certain tract of land in the County of Greenville, State of South Carolina, and having the following metes and bounds;

Beginning at an iron spike in the center of Old Hundred Road and running S 65-13 W 1118.7 feet to an iron pin, thus turning and running N 34-3 SW 168.1 feet to an iron pin, thus turning and running N 43-00 E 838.9 feet to an iron pin, thus turning and running N 51-52 E 278 feet to a spike in the center of Old Hundred Road, thus turning and running along the center line S37-07E 218.4 feet to another spike in the center of said road, thus turning and running S35-15E 238.2 feet to a nail and cap in the center of said road then turning and running S30-44E 100.46 feet to the point of beginning. IT IS THE PURPOSE OF THIS BOND FOR TITLE TO CONVEY ONE HALF OF THE ABOVE DESCRIBED PROPERTY. THIS HALF WILL BE BORDERED ON THE REAR BY J.M. KING AND ON THE NORTH BY ROY DAVIS. IT IS TO HAVE ONE HALF OF THE EXISTING ROAD FRONTAGE ON THE OLD HUNDRED ROAD AND TO A POINT ON THE REAR TO MAKE ONE HALF OF THE PROPERTY. THIS TRACT CONTAINS FIVE AND ONE HALF ACRES MORE OR LESS.

and execute and deliver a good and sufficient warranty deed therefor on condition that buyers shall pay the sum of Eight Thousand Five Hundred Dollars (\$8,500.) in the following manner, five hundred dollars (\$500.) paid down upon the signing of this contract, receipt of which is hereby acknowledged, and the balance to be paid monthly over a ten year period at one hundred and one dollars and thirty-five cents (\$101.35) per month. This payment includes principle and interest. The first monthly payment shall be due February 25, 1976 and on the 25th day of each month thereafter until paid in full. Buyer has the right to anticipate any amount at any time without penalty. The interest shall be 9 per cent, per annum until paid to be computed and deducted from the monthly payments, and if unpaid to bear interest until paid at the same rate as principle, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition a reasonable attorney's fee, as is shown by our note of even date herewith. The buyers agree to pay all taxes while this contract is in force to the seller, and the seller agrees to keep the taxes current.

It is agreed that time is of the essence of this contract and if the said payments are not made within fifteen days after they become due, seller shall be discharged in law and equity from all liability to make said deed and may treat said buyers as tenants holding over after termination, or contrary to the terms of this agreement and shall be entitled to claim and recover, or retain if already paid the sum of \$101.35 per month for rent, or by way of liquidated damages, or may enforce payment of said note.

In witness whereof, we have set our hands and seals this February One, A.D., 1976.

In the presence of:

[Signature]

Anthony Ivester

Cape N. Eller

[Signature]

Evelyn H. Ivester

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FILED
GREENVILLE CO. S. C.
APR 26 11 00 AM '76
DONNIE S. TANKERSLEY
R.M.C.

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