

JOHN M. DILLARD, P.A., GREENVILLE, S. C.

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DONNIE S. TANKERSLEY
R.M.C.

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

BOND FOR TITLE

THIS BOND FOR TITLE entered into this day and year hereinafter set forth by and between Victor L. Walker, hereinafter called "Seller", and George M. Hutto and Dorothy R. Hutto hereinafter called "Buyer", of Greenville County, South Carolina.

WITNESSETH:

For and in consideration of the sales price and mutual covenants herein contained, the Seller does hereby agree to sell unto the Buyer, and the Buyer does hereby agree to buy, the following described real estate, to wit:

ALL that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being in Oneal Township, Greenville County, South Carolina, about one-half mile north from Locust Hill School and Locust Hill Baptist Church, bounded by lands now or formerly of J. D. Heatherly, Mrs. Clarence Roe, Neves Estate and others and containing 12-1/8th acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at a hickory tree and running thence N. 63-3/4 E. 21.60 chains to an iron pin; thence N. 9-1/4 W. 5.60 chains to a stone in branch; thence up and with the meanders of said branch 11.36 chains to an iron pin; thence S. 68-1/4 W. 12.60 chains to an iron pin; thence S. 21-3/4 W. 3.87 chains to an iron pin; thence S. 69-1/4 E. 4.00 chains to the beginning corner.

ALSO, a right-of-way 16 feet in width extending from the dwelling located on the above tract of land to and connected with Tigerville Highway, as leads out for a driveway.

The above described property is the same property conveyed to Victor L. Walker by deed of Luther Pace, et al, recorded in Deed Book 799 at Page 538 on June 7, 1966.

1. Deed. Subject to full payment of the purchase price and all interest herein, the Seller shall execute and deliver to the Buyer, or his assigns, a good and sufficient Warranty Deed to the above described real estate, conveying a good, marketable fee simple title thereto, free of all liens and encumbrances, subject to all rights of way and easements of public record and actually existing on the ground affecting the above described property and subdivision setback lines, easements and restrictions of public record. No right, title or interest, legal or equitable, shall vest in the Buyer in and to the aforescribed real estate shall delivery of the deed and performance of all of the covenants herein contained.

2. Purchase Price. As the total purchase and sales price for the above described property, the Buyer hereby covenants and agrees to pay unto the Seller the following total sum or sums which the Buyer reserves the right to prepay in whole or in part at any time, to wit:

The sales price for the property described in this contract is the sum of \$50,000.00, \$5,000.00 of which has been paid on or before the execution of this Bond for Title and the balance in the sum of \$45,000.00, being due and payable by the Buyer to the Seller in monthly installments in the sum of \$347.33 each, commencing on July 1, 1976 and continuing on the first day of each month thereafter until this contract is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable twenty-five (25) years from the aforesaid date of the first such payment. All payments shall apply first to the payment of interest on the unpaid principal balance that shall be due from month to month and the balance applied to payment of principal; interest not paid as and when due to be added to principal and draw interest at the same rate. Interest to be at the rate of 8% per annum to be computed and paid monthly as provided above.

3. Occupancy. As long as the covenants and conditions of this Bond for Title continue to be performed by the Buyer, the Buyer shall have the right to peaceably occupy and possess the above described real estate without interruption from the Seller or anyone lawfully claiming through Seller.

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