

to the balance due on the purchase price, which shall bear interest at the rate hereinabove provided.

- 5. Escrow Account The Seller in his discretion may require the Buyer to deposit with Seller in addition to the payments above provided for principal and interest payable under the terms hereof a sum equal to 1/12 of the annual taxes, public assessments and insurance premiums and the Seller may at his option pay said items and charge all advances therefor to the indebtedness due hereunder, or aggregate said funds and apply the same toward payment of said taxes, public assessments and insurance premiums. Said escrow payments shall not bear interest to the Buyer.
- 6. Defaults The Buyer covenants 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 Buyer fails and neglects 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 Buyer notifying the Buyer of such default, and if the Buyer fails to remedy such default within ten (10) 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 Buyer 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 right 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.
- 7. Time is of the essence of this agreement. The Buyer shall not assign, transfer or encumber any right that Buyer may have under this Bond for Title until such time as said Buyer has paid the full purchase price and all interest due hereunder and received from the Seller the above mentioned deed. The words "Seller" and "Buyer" as used herein shall include the masculine and feminine gender, singular and plural, and shall include any person, partnership or corporation as the context may require. This agreement contains the entire agreement between the parties and shall inure to the benefit of and become binding upon the Buyer and the Seller, their heirs, assigns, successors, executors and administrators.
- 8. Refinancing In the event that the equity of the Buyer in the above described property becomes sufficient to enable the Buyer to take a deed and legal title to the above described property and to place thereon a mortgage loan at then current interest rates by either Government insured or conventional financing, the Buyer shall upon the request of the Seller accept delivery of the above mentioned deed to the above described property, sign all such applications and execute all such papers as may be requested by Seller to finance by way of a mortgage loan the above described property, with all closing costs permitted by law to be paid by Seller.
- 9. ~~Existing Mortgages. In the event that the property is subject to an existing mortgage, Seller covenants and agrees that such mortgage shall be kept in a current status during the term of this Bond for Title and furnish evidence of such current status to Buyer at reasonable intervals.~~

IN WITNESS WHEREOF, the Buyer and Seller have caused this Bond for Title to be executed this 23rd day of March, A.D., 1979.

IN THE PRESENCE OF:

Susan E. Riddle

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

William Benjamin Scheller SELLER  
John C. Smith SELLER  
James H. Smith BUYER

James H. Smith BUYER  
WITNESSES

Personally appeared the undersigned witness and made oath that (s)he saw the within named sign, seal and as their act and deed, deliver the within Bond for Title and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this  
23rd day of March, 1979

Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

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