

THIS BOND FOR TITLE is hereby entered into on this 16th day of November, 1979, hereinafter set forth by and between _____
Virginia B. Mann R.M.C., hereinafter called "Seller",

and _____
Harmon C. Carroll and Barbara S. Culler
hereinafter called "Buyer", of Greenville County, South Carolina.

WITNESSETH:

For and in consideration of the sale, 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 tract of land in Saluda Township, Greenville County, State of South Carolina, containing 6.1 acres, more or less, and being more particularly described according to a plat of survey entitled "Survey for Harmon C. Carroll and Barbara S. Carroll" prepared by W. R. Williams, P. E. & L. S., dated November 9, 1979, as follows:

Beginning at an iron pin at the terminus of Schoolhouse Road at the corner of property now or formerly belonging to Martin, and running thence S. 86-34 W. 405.2 feet to an iron pin in the center of Short Branch Road, which iron pin is 50 feet, more or less, from the center line of Terry Creek Road; and running thence along Short Branch Road and following the curvature thereof, the chords being N. 3-24 E. 119.4 feet, N. 12-22 W. 183.8 feet, N. 0-48 E. 106.0 feet, and N. 18-28 E. 68.3 feet to an iron pin at the corner of other property of Seller; thence with Seller's line S. 85-56 E. 636.7 feet to an iron pin; thence S. 7-56 W. 362.0 feet to an iron pin on the northwest side of the cul-de-sac terminus of Schoolhouse Road; thence along said road and following the curvature thereof, the chord being S. 3-35 W. 39.3 feet, to the beginning corner.

The above described property is part of the same conveyed to the Seller by Nancy G. Brown by deed dated February 4, 1967, and recorded on February 8, 1967, in the R.M.C. Office for Greenville County, S. C., in Deed Book 813, Page 447.

It is understood and agreed that Short Branch Road, with a width of 50 feet (25 feet of which is included in the within contract) is a public roadway, but should it for some reason not be acknowledged by Greenville County as such, then as a part of the consideration for this contract, the Buyer, his heirs and assigns, grants and acknowledges an easement for roadway purposes and for the purpose of ingress and egress to all property situate on or served by the said Short Branch Road, which easement shall be for the use and benefit of all such property owners and for the

- (continued below)
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 until 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: Twelve Thousand Two Hundred (\$12,200.00) and no/100ths Dollars, payable \$1,830.00 down, receipt acknowledged, and the balance of \$10,370.00 to be paid in 120 equal monthly installments of \$137.04, which payments include interest at the rate of 10% per annum, payments being applied first to interest and balance to principal, with the first such payment being due on December 1, 1979, and a like amount on the 1st day of each month thereafter until paid in full.

(continued from above) general public, in perpetuity, and shall apply to that portion of Short Branch Road included in the above conveyance and as shown on the referenced plat of survey.

This property is sold subject to the following restrictions and protective covenants, which are imposed by the undersigned on all that tract of land now or formerly owned by her lying on both sides of Terry Creek Road. These covenants are to run with the land, and if the owners of any of said lots shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said lots or tracts to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, or to recover any actual damages suffered by reason of such violations: (1) All lots or tracts shall be used for residential purposes only, and only one single family residence shall be constructed upon any lot or tract; provided, however, that parcels may be subdivided into lots or tracts of not less than two (2) acres at any time after September 30, 1981. (2) No dwelling shall be erected on any lot or tract of less than three (3) acres which contains less than 1,200 square feet, exclusive of porches, carports, attached garages, and breezeways. (3) No dwelling, mobile home, garage, barn, shed, or other outbuildings shall be located nearer than 20 feet to any side or rear lot line nor nearer than

¹ (continued on Page 2 after par. 8)