

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

BOOK 1116 PAGE 888

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C.

DEC 5 3 33 PM '79

BOND FOR TITLE

DONNIE S. TANKERSLEY
P.M.C.

THIS BOND FOR TITLE entered into this day and year hereinafter set forth by and between DONALD E. MASON
and WANDA C. MASON, hereinafter called "Seller", and CECIL J. BROWN and

L. ALYCE BROWN 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, situate, lying and being on the southern side of Sulphur Springs Road, (also known as Franklin Road) in Greenville County, South Carolina, being shown as the western one-half of Lot No. 3 on a plat of the PROPERTY OF D. B. TRIPP, recorded in the RMC Office for Greenville County, S. C., in Plat Book Y, page 15, and being the same property conveyed to the Sellers by deed recorded in the RMC Office for Greenville County, S. C., in Deed Book 1095, page 737, reference to which is hereby craved for the metes and bounds thereof.

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 there-to, free of all liens and encumbrances, subject to all rights of way and easements of public record and actually existing on the ground affect-ing 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 total sales price for the above described property is the sum of \$40,900.00, \$500.00 of which has been paid as a binder held in escrow by Armand Curtis & Co. At closing of this Bond for Title, there shall be credited to the purchasers the assumption balance due on the First Federal Savings and Loan Association loan covering the above described property for the month of November, 1979, which is the sum of \$25,020.94 on the principal. The balance between said assumption balance and the sales price will be paid in cash by the Buyers to the Sellers. After closing, the Buyers will pay to the Sellers an amount equal to the principal, interest and escrow deposits on the existing loan, that is to say, the sum of \$237.88 per month covering the month of December, 1979 and subsequent months.

Realtor commissions will be disbursed from the Sellers' proceeds at closing and the Buyers will pay for the attorneys' fees and the cost of recording this Bond for Title extra at closing.

As soon as the Buyers have verification of the sale of Buyers' present home in Atlanta, Georgia, sufficient to close the First Federal assumption under commitment dated November 21, 1979, the parties will close and this Bond for Title will become superseded by the assumption. The assumption transaction will be closed in accordance with the Real Estate Sales Agreement between the parties, dated October 30, 1979, except that the cash down payment over and above the assumption will *

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.

* have been paid along with attorneys' fees and realtor commissions. Other closing costs involved will be paid between the parties accordingly.

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