

S.C.
1980
SLEY

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 Donald H. Rex and Jr.

Bruce E. Rex, hereinafter called "Seller", and

H. Michael Brazeal 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 condominium unit known as Unit No. 41 of the Trentwood Horizontal Property Regime as described in a master deed dated October 16, 1974, recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1008, pages 527 through 611, inclusive, and described on a survey thereof appearing of record in Plat Book 5H, page 48, as shown by the master deed amended on June 2, 1976, recorded in Deed Book 1038, page 140, amended on July 7, 1978, in Deed Book 1082, page 742, and further amended on November 3, 1978 in Deed Book 1091, page 223, subject to the Declarant's Assignment of Numbers to Residences by instrument dated June 28, 1979, recorded in Deed Book 1106, page 6, 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 is the sum of \$52,453.74 which shall be due and payable as follows. The Buyer shall pay cash in the total sum of \$20,500.00, as hereinafter provided and assume the existing note and mortgage covering the property given by the Sellers to United Federal Savings and Loan Association in the original sum of \$32,000.00, appearing of record in Mortgage Book 1490, Page 674 which has a present balance due in the sum of \$31,953.74. The Buyer agrees to make payments on the mortgage balance due to United Federal in the sum of \$304.74 commencing on June 1, 1980 and on the first day of each month thereafter until paid in full. Any default in payment of said United Federal Savings and Loan Association monthly payments shall constitute a default in the terms and conditions of this Bond for Title. The \$20,500.00 cash portion of the sales price shall be paid in addition to the monthly payments on the United Federal Savings and Loan Association note and mortgage as follows: \$100.00 on the execution of this Bond for Title, the sum of \$2,400.00 on July 15, 1980, the sum of \$2,500.00 on October 15, 1980, the sum of \$5,167.00 on June 1, 1981, the sum of \$5,167.00 on June 1, 1982 and the balance of the principal and the sum of \$5,166.00 on June 1, 1983, plus interest on the cash portion of the sales price of \$20,500.00 from time to time deferred at the rate of eleven (11%) percent per annum, to be computed and paid on said deferred balance on the same dates as principal above provided, commencing with the payment due July 15, 1980, which interest shall be paid in addition to the principal amounts due as aforesaid.

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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