

STATE OF SOUTH CAROLINA

BOND FOR TITLE

COUNTY OF GREENVILLE

THIS BOND FOR TITLE entered into this day and year hereinafter set forth by and between

Harold A. Beemer and Carolyn W. Beemer, hereinafter called "Seller",

and Q. R. Foxx Properties, A South Carolina General Partnership, 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 certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, at the Southeastern corner of the intersection of Third Avenue and Fifth Street, in Section 3 of Judson Mills Village, being known and designated as Lot No. Twenty-Six (26) as shown on a plat of Section 3 of Judson Mills Village, dated March, 1940, prepared by Dalton & Neves, and recorded in the RMC Office for Greenville County, S. C. in Plat Book K, at Page 42, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southeastern corner of the intersection of Third Avenue and Fifth Street, and running thence with the Southern side of Fifth Street, S. 83-49 E. 120 feet to an iron pin; thence with the rear line of Lot No. 1, S. 6-11 W. 84 feet to an iron pin; thence with the line of Lot No. 25, N. 83-49 W. 120 feet to an iron pin on the Eastern side of Third Avenue; thence with the Eastern side of Third Avenue, N. 6-11 E. 84 feet to the point of beginning.

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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: Eighteen Thousand and No/100 (\$18,000.00) Dollars to be paid as follows: Two Hundred Fifty-Three and 44/100 (\$253.44) Dollars cash at closing, with the balance of Seventeen Thousand Seven Hundred Forty-Six and 56/100 (\$17,746.56) Dollars to be paid as follows: Assumption of the indebtedness evidenced by that certain promissory note given by Harold A. Beemer and Carolyn W. Beemer to Harold Thomas Coss and Richard Herdklotz, in the original principal sum of \$15,000.00, due and payable in 120 equal monthly installments of One Hundred Ninety and 02/100 (\$190.02) Dollars per month, with the next payment due and payable on April 3, 1984, said payments continuing on the 3rd day of each successive month thereafter, through and including August 3, 1989, said note having a principal balance of \$9,746.56; and Eight Thousand and No/100 (\$8,000.00) Dollars due and payable according to terms of promissory note executed of even date herewith, in 120 equal monthly installments of One Hundred Fourteen and 78/100 (\$114.78) Dollars per month, commencing April 27, 1984, and continuing on the 27th day of each successive month thereafter, through and including March 27, 1994, with all principal and accrued interest due and payable, if not sooner paid, on or before March 27, 1994. Purchaser and Seller agree that any federal and state tax benefits derived from the ownership of the real estate described hereinabove shall inure to the Buyers. Buyers shall make payments directly to Sellers. The warranty deed shall be held in escrow by Horton, Drawdy, Ward & Johnson, P. A., until the within contract is complied with by Buyers.

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