

1214-300

State of South Carolina )  
County of Greenville )

Bond for Title

KNOW ALL MEN BY THESE PRESENTS: Jeanne D. Threatt has agreed to sell to Todd J. Perry and Cheryl D. Perry a certain lot or tract of land in the State and County aforesaid, lot and house at 35 David Street, Greenville, said lot and house as shown on a Deed recorded in the RMC Office for Greenville County in Deed Book 1042 at Page 299, and to execute and deliver a good and sufficient warranty deed therefor on condition that they shall pay the sum of Fourteen Thousand Five Hundred, and 00/100 (\$14,500.00) Dollars in the following manner: \$1,450.00 to be paid at closing and \$13,050.00 to be paid at an annual per centage rate of 12% for 20 years however, the entire outstanding indebtedness must be paid in full on or before September 1, 1990, interest to be computed annually at the 12% rate to be paid annually and if not paid to bear interest at the same rate as the principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition reasonable attorney fee's may be added to the outstanding principal balance. **26-500-31-5-1 NOTE**

Purchaser hereby agrees to make monthly payments in the amount of \$143.71 said payments to be postmarked or delivered by the 5th day of each month. The first monthly payment is due on October 1, 1980. Should three monthly payments not be made, purchasers may be removed from the house. Purchaser has the right to prepay the unpaid balance at any time without penalty.

Purchaser agrees to pay all taxes and insurance and furnish evidence of the same to the Seller

Purchaser shall not encumber or pledge for a debt the property described without the written permission of the Seller.

Purchaser further agrees that from and after the date of acceptance of this contract, he will assume all risk of loss, injury or damage by any means whatsoever to said lot or to persons or property thereon, and hold Seller and its assigns harmless therefrom. Such assumption or risk is a covenant that shall survive the same and purchase and shall be binding upon the successors to Purchaser in title to said lot and shall not be deemed to have been merged in the above mentioned deed.

This agreement shall bind and inure to the benefit of the parties hereto and their successors, heirs or assigns.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due Seller shall be discharged in law and equity from all liability to make said deed and may treat said Todd J. Perry and Cheryl D. Perry as tenants holding over after termination or contrary to the terms of any lease and shall be entitled to claim and recover or retain if already paid the sum of N/A dollars per year for rent, or by way of liquidated damages, or may enforce payment of said rate.

IN WITNESS WHEREOF, we have set our hands and seals this 26th Day of September, 1980.

400  
1801

RECORDED IN DEED BOOK 1042 PAGE 299

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
SEP 26 1980

5030

1325-112