

1226-511

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

DONAVAN JAY ALLEN and GRACE M. ALLEN hereinafter called "Seller",

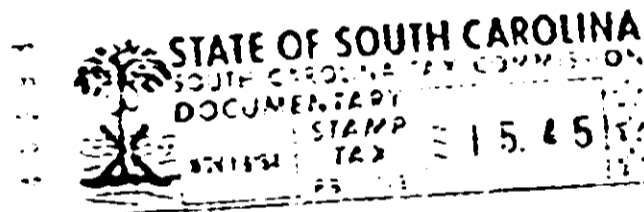
and ROGER B. FOSTER and JANICE M. FOSTER
hereinafter called "Buyer", of Greenville County, South Carolina

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, together with all improvements thereon, situate, lying and being in Chick Springs Township, County of Greenville, State of South Carolina, being known and designated as Lot No. 2 of Enoree Hills as shown on plat thereof recorded in the R/C Office for Greenville County, S. C. in Plat Book "MM", at Page 197, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Berry Road at the joint corner of Lots Nos. 1 and 2 and running thence, N. 72-20 E. 130 feet to an iron pin at the joint corner of Lots Nos. 1, 2, 22 and 23; thence along the line of Lot No. 22, N. 22-42 W. 173.9 feet to an iron pin at the joint corner of Lots Nos. 2, 3, 21 and 22; thence along the line of Lot No. 3, S. 58-14 W. 148.9 feet to an iron pin on the eastern side of Berry Road; thence along Berry Road, S. 29-53 E. 140 feet to the beginning corner.



11-276-538.8-14-NOTE

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 aforesaid 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: Five Thousand and No/100 (\$5,000.00) Dollars cash at closing, with the balance of \$51,500.00 to be paid in twenty-four monthly installments of \$529.74 per month (which monthly payments represent \$51,500.00 amortized at 12% for thirty years), commencing December 1, 1982, and continuing on the 1st day of each successive month thereafter, through and including November 1, 1984; all principal and accrued interest due and payable, if not sooner paid, on or before December 1, 1984. Seller agrees to make the monthly payments due on the following mortgages: Mortgage from Sellers to First Federal Savings & Loan Association in the original principal sum of \$8,500.00, dated January 17, 1973, and recorded in the R/C Office for Greenville County, S. C. in Mortgage Book 1263, at Page 462; and Mortgage from Sellers to Sharonview Federal Credit Union in the original principal sum of \$30,000.00, dated October 23, 1980, and recorded in the R/C Office for Greenville County, S. C. in Mortgage Book 1524, at Page 108. Purchasers and Sellers agree that any federal and state tax benefits derived from the ownership of the real estate described hereinabove shall inure to the Purchasers. Buyers shall make monthly payments referred to hereinabove directly to the 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. In the event First Federal Savings & Loan Association or Sharonview Federal Credit Union exercise their option to accelerate payment of their mortgages pursuant to the due-on-sale provisions of same, then, in such event, Buyers agree to formally assume and/or satisfy said mortgages within fifteen (15) days after receiving written notice of First Federal Savings and Loan Association or Sharonview Federal Credit Union's intention to so accelerate.