

**Motion For Production And Admission Of Evidence
To Appellate Proceedings**

DOCUMENTS

APRIL 18, 2016

Third Bond For Title - Bond #3

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SC Court of Appeals

STATE OF SOUTH CAROLINA)
) BOND FOR TITLE
COUNTY OF GREENVILLE)

THIS BOND FOR TITLE is made and entered into as of the 1st day of July, 2013, by and between Alberto Alvarez, ("Seller") and _____ ("Buyer").

WITNESSETH:

For and in consideration of the covenants and promises of the parties hereto which are hereinafter set forth, Seller does hereby agree to sell and Buyer does hereby agree to buy the property described as follows, subject to the all the terms and conditions herein:

14 Henderson St., Greenville, SC (TMS 0126000301300)

1. **Deed.** Subject to full payment of the purchase price and all interest herein, Seller shall execute and deliver to Buyer, or his assigns, a good and sufficient general warranty deed to the Property, with documentary stamps attached, conveying a good, marketable, fee simple title thereto, free of all liens and encumbrances, and subject only to rights-of-way and easements of public record and actually existing on the ground affecting the Property, subdivision setback lines, easements and such other matters as would be disclosed by a current survey of the Property and an inspection thereof, including without limitation, all rights, obligations, terms and provisions of any restrictions of record and any and all applicable zoning, governmental laws, ordinances, rules and regulations.

2. **Purchase Price and Financing.** The total purchase and sales price for the Property is \$ _____ (the "Purchase Price") which shall be paid in accordance with Attachment A attached hereto and made a part hereof.

All payments of the Purchase Price shall be made at 17 Latham Drive, Greenville, SC 29617 or at such other address as Seller shall notify Buyer in writing.

Provided that no default exists hereunder on the part of Buyer, Buyer shall have the right to prepay the purchase price called for herein in whole or in part prior to the maturity date. Any partial prepayment shall be applied to the outstanding principal balance due at the end of the term of this Bond for Title and shall not operate to reduce or delay any monthly installment subsequent to such partial prepayment.

3. **Occupancy.** On the date set forth above as the date of this document, and thereafter, as long as the covenants and conditions of this Bond for Title continue to be performed by Buyer, Buyer shall have the right to peaceably possess the Property without interruption from Seller or anyone unlawfully claiming through Seller. However, Seller reserves the right to enter the Property from time to time during reasonable hours after notice to Buyer for the purpose of inspecting the Property.

4. Maintenance, Taxes, Assessments and Insurance.

Maintenance. Buyer acknowledges and agrees that Buyer has had an opportunity to fully inspect the Property and accepts the Property in its as-is condition as of the date hereof. At all times during the term of this Bond for Title, Buyer shall maintain the Property in a good, clean and safe condition, at least equal to that in which it exists on the date hereof, reasonable wear and tear excepted. Further, Buyer shall be responsible to perform and pay for all maintenance and repair to the Property.

Taxes. During the term of this Bond for Title, Buyer shall be solely responsible for the payment of all property taxes assessed against the Property and shall pay such taxes prior to the date on which any late charges are imposable on the Property (but Buyer shall be responsible to pay all such late charges if Buyer fails to timely pay such taxes). If Buyer ever should fail to pay such taxes prior to the date on which any late charges are imposable on the Property, then upon Seller's written demand to Buyer, Buyer shall pay to Seller on the first day of each January, April, July and October twenty-five percent (25%) of the taxes paid on the prior year's tax amount (the "Tax Escrow"). Seller shall notify Buyer of the actual tax for the Property once Issued by the taxing authority. Buyer hereby agrees to pay within ten (10) business days the difference between the actual tax assessment and the Tax Escrow. Taxes payable by Buyer during any partial year shall be prorated.

Insurance. Buyer shall, at its sole cost and expense and with insurers approved by Seller, procure and maintain, or cause to be procured and maintained, in full force and effect during the term of this Bond for Title insurance with respect to the Property, and all alterations, additions and improvements thereto, against loss or damage from all perils of fire, extended coverage, vandalism, malicious mischief and special extended perils ("All Risks" as such term is used in the insurance industry) and perils caused by earthquake and/or flood, all in amounts sufficient to prevent Seller from becoming a co-insurer of any partial loss under the applicable policies, but in any event, in an amount not less than the full replacement value of the Improvements. Additionally, Buyer agrees to maintain in effect liability insurance on the Property in reasonable amounts acceptable to Seller and naming Seller as an additional insured.

Immediately upon the Issuance of the policy or policies required under this Section, Buyer shall deliver a duplicate original policy to Seller, or in lieu thereof with the consent of Seller, a certificate evidencing the issuance of such policy in form satisfactory to Seller, together with evidence satisfactory to Seller that the premiums have been paid for a period of at least one year from the date hereof. Not less than thirty (30) days prior to the expiration of a policy required under this paragraph, Buyer shall pay the premium for renewal for a period of not less than one year and deliver to Seller a renewal certificate or endorsement evidencing the renewal, together with evidence satisfactory to Seller that the renewal premium has been paid.

Assessments. Buyer shall be solely responsible for the payment of all assessments and homeowner association charges against the Property (during the term of this Bond for Title).

In the event Buyer fails to pay for such taxes, insurance or assessments, Seller shall have the right to pay for the same and add the costs thereof to the balance due on the purchase price, which shall bear interest at the rate herein provided in Attachment A, which action on the

part of Seller shall not relieve Buyer from any default arising from Buyer's failure to have paid such taxes or assessments or to have obtained such insurance, which default shall give Seller all rights as provided in Paragraph 5, below.

5. Default. Buyer covenants that in the event any of the sums set forth above or any of the sums stated in Attachment A, are not paid when due (including interest, principal and taxes), or in the event Buyer fails and neglects to carry out any of the terms, conditions and obligation set forth in this Bond for Title, Seller shall give written notice addressed to the last known mailing address of Buyer notifying Buyer of such default, and if Buyer fails to remedy such default within thirty (30) business days after receipt of such written notice, Seller may declare this Bond for Title terminated, null and void, and all sums paid hereunder by Buyer shall be deemed liquidated damage for the breach of this Bond for Title. Seller shall be discharged in law and equity and shall have the right to enter upon and take possession of the premises. Buyer shall immediately vacate possession and occupancy of the Property and shall have no further interest in or claim upon the Property. In addition, Seller shall have the right to make any payment or to perform any act necessary to cure such default by Buyer and the cost or expenditures incurred. by Seller shall be promptly paid to Seller by Buyer upon demand. Provided, however, that the rights of Seller herein shall not be construed to exclude any other remedy, suit, or action available to Seller in law or equity for the enforcement of this Bond for Title, or any amounts due thereon. In addition to all other amounts payable, Buyer shall be responsible for all attorney's fees, court costs, or other expenses incurred by Seller in connection with the enforcement of Seller's rights and remedies under this Bond for Title.

6. Time and Definition of Words. Time is of the essence of this agreement. The words "Seller" and "Buyer" as used herein shall include the masculine and the feminine gender, singular and plural, and shall include any person, partnership or corporation as the context may require.

7. Entire Agreement. This agreement and Attachment A contain the entire agreement between the parties and shall insure to the benefit of and become binding upon Buyer and Seller, their heirs, assigns, successors, executors and administrators, and any prior agreements between Buyer and Seller regarding the Property hereby are deemed void and terminated.

8. Risk of Loss. Destruction of, or damage to, any building or other improvements now or hereafter placed on the property, or of any personal property, if any, described in this contract, whether from fire or any other cause, shall not release Buyer from any of his obligations under this contract, it being expressly understood that Buyer bears all risk of loss to or damage of the property and that Seller shall have no responsibility or liability to Buyer for the same.

9. **Alterations.** Buyer agrees that Buyer will not renovate, remodel, and make Improvements to the property, and may not construct additional buildings upon the property unless the desired renovations or new construction are approved by Seller, and as long as applicable county, state, and federal laws are complied with. Any improvements placed on the Property become the property of Seller, with Seller to pay no cost therefor.

10. **Mechanics Liens.** Buyer shall indemnify and hold Seller harmless from and against the liens of any mechanic or material man or supplier throughout the term of this Bond for Title; and in the event any such lien shall be filed against the Property, Buyer shall promptly cause the same to be released by posting of a bond or otherwise not later than thirty (30) days after the filing of such notice of lien. Except as may be expressly provided for herein, the Seller shall not be responsible for the payment of any sums due for any maintenance, repair or Improvement of the Property during the term of this Bond for Title.

11. **Waiver of Breach.** A Waiver by Seller of any breach of any of the provisions of this agreement required to be performed by the purchaser shall not bar the rights of Seller to avail itself of any subsequent breach of any such provisions.

12. **Condition of Property.** Seller hereby warrants that Seller has no knowledge of any structural or mechanical defects to the Property and that Seller has made known to Buyer all minor repairs and maintenance that Seller is aware of that are currently needed or will be needed during the next thirty-six (36) months. Buyer hereby accepts the Property and all components thereof in their "as is" condition, and Seller shall have no liability for any repairs, maintenance, or replacement of said property subsequent to the signing of this document.

13. **Existing Indebtedness.**

The parties hereby acknowledge that may be a mortgage or mortgages presently encumbering the Property. If Seller shall be found in arrears on any of the payments to the holders of such mortgages, Buyer may make the payment(s) directly to such holders on Seller's behalf and reduce Buyer's payment to Seller by the amount of the payment to such holders.

Seller hereafter may not increase the existing indebtedness secured by mortgages presently encumbering the Property, nor shall Seller hereafter further encumber the Property (provided, however, such provision shall not prevent Seller from refinancing any mortgage currently encumbering the Property so long as the relevant mortgage debt is not increased).

14. **Acknowledgment of Parties.** The parties hereby acknowledge that they understand and agree that legal title to the property will remain in Seller until such time as Buyer has fully performed hereunder. However, it is acknowledged that Buyer has an interest in said property as long as Buyer fully performs hereunder. Each party will take no action to jeopardize the interest of the other except as expressly permitted herein and, in fact, will seek to protect the interest of the other.

15. Late Charge. If Seller has not received the full amount of any payment called for hereunder by the end of tenth calendar day after the date it is due, Buyer agrees to pay a late charge to Seller in the amount of ten percent (10%) of the overdue payment. Such late charge shall be paid promptly, but shall be assessed only once for each late payment. All payments received shall first be applied to monthly principal and interest, with remaining amounts applied to the penalty.

16. Indemnification. At all times during the term of this Bond for Title, Buyer shall indemnify and hold Seller harmless from and against any loss, damage claim or expense arising out of damage to person or property.

17. Compliance with Laws and Restrictions. Throughout the term of this Bond for Title Buyer shall comply with all laws, ordinances and regulations applicable to the Property, and with all restrictions and covenants applicable to the Property. Buyer will not conduct any activity on the Property which might be deemed or construed as a public nuisance.

18. Assignment/Leasing Buyer shall have no right to assign this Bond for Title or any of its rights hereunder unless Seller, in its sole discretion, shall expressly consent and agree in writing to such assignment. Buyer shall not lease the property to another or permit any person to occupy the Property except Buyer and Buyer's immediate family.

19. Notices or Demands. Any notices or demands called for herein may be made by personal delivery or U.S. Mail and shall be deemed effective upon the earlier of receipt or three (3) days after deposit in the U.S. Mail with sufficient postage and addressed to Buyer at the above Property address or to Seller at 17 Latham Drive, Greenville, SC 29617. Either party may change its address for notices by written notice to the other party designating such new address.

20. Construction of Document. All parts of this Bond for Title shall be given their plain meaning, and no ambiguity or other matter shall be construed against Seller even though Seller has provided the document constituting the Bond for Title. If any part of this Bond for Title shall be found to be void or unenforceable, the remainder of this Bond for Title shall remain operative and in full force and effect.

21. Recordation of Bond for Title. This Bond for Title or a memorandum of the same containing the essential terms necessary to afford notice of the rights of the Parties to the public may be recorded at the request of either Buyer or Seller. The party requesting such recordation shall pay the expense of such recordation, or if it is mutually agreed upon, the recordation costs shall be equally divided between the Parties.

IN THE PRESENCE OF:

WITNESS

BUYER

WITNESS

WITNESS

SELLER

WITNESS
