

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

**DOCUMENTS**

**APRIL 18, 2016**

**Second Bond For Title - Bond #2**

**RECEIVED**

APR 21 2016

SC Court of Appeals

Bond ~~#~~ RECEIVED

APR 21 2016

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

**BOND FOR TITLE**  
TITLE NOT EXAMINED OR CERTIFIED

SC Court of Appeals

**THIS BOND FOR TITLE** made and entered into this 1st day of July 2013, by and between Jean P. Elliott or Ervin Watson Elliott, hereafter referred to as **SELLER** and Alberto Alvarez, hereafter referred to as **PURCHASER(S)**.

**WITNESSETH:**

The Seller hereby contracts and agrees to sell to the Purchaser and the Purchaser hereby agree to purchase at the price and according to the terms hereinafter set forth, the following described parcel of land and improvements situated in the County of Greenville, State of South Carolina, being described as follows:

**PROPERTY ADDRESS: 14 Henderson Street, Greenville SC (TMS# 0126000301300)**

All those certain pieces, parcels, lots of land in the County of Greenville, State of South Carolina, in Greenville Township, on the Eastern side of Henderson Street, being known and designated as lot 32 and lot 33, block C, as shown on plat of recorded in Plat Book PLL 1162 at Page 33-33 dated September 5, 2013 recorded in ROD in Greenville County and being more particularly described according to said plat as follows:

The purchase price which the Purchaser shall for the said property hereinabove described is Fifty six Thousand and No/100 Dollars (\$56,000), due and payable as follows:

Two Thousand and No/100 (\$2,500) Dollar paid upon the execution of this agreement and Fifty-Four Thousand and No/100 (\$53,500) Dollars payable in equal consecutive monthly installments of \$669.81 beginning August 5, 2013 and continuing thereafter on the 5<sup>th</sup> day of each month, said monthly amount being \$53,500 amortized for eleven (11) years at 10.0% per annum. Any payment not made by the 10<sup>th</sup> day of any month shall be subject to a late charge of ten (10%) per cent.

Upon payment in full, the Seller will convey clear fee simple marketable title by general warranty deed with all documentary stamps affixed.

Purchaser hereby holds the Seller harmless from liability for any damages or any injuries whether personal or property damage as to himself or anyone else on the property.

Seller agrees not to further encumber the property by mortgage lien or otherwise other than the mortgage presently on the property. Should any lien or encumbrance be placed on the property due to actions by the Seller or liens which are their responsibilities; they shall promptly cause them to be removed so as not jeopardize Purchase's interest. Purchaser agrees to maintain the value of the subject property and to prevent the value from declining except for circumstances beyond her control. Purchaser agrees to pay any liens or assessment against the property from the date of this instrument except for those described hereinabove. Such liens shall be those which are solely

JPE  
EW-E P.O.A.  
QPC

AA

Seller fail to make said payment, Purchaser shall be allowed to make said payment directly to the mortgage holder with proof of payment being sent from Purchaser to Seller. Should the mortgage holder call the loan due and payable in full, Purchaser shall obtain his own financing within thirty (30) days and pay the remaining balance on this Bond for Title.

At any time, upon Purchaser's written request, Seller shall furnish to Purchaser evidence that said mortgage is current.

Purchaser agrees to pay the said purchase price of said property in the manner and at the time above set forth, time being declared of the essence for this Bond for Title and in the event that Purchaser fails to perform as set forth hereinabove this shall be considered default and Seller shall, at her option, be allowed to declare the entire amount due and payable and foreclose this Bond for Title. Seller shall also have the option of taking possession of the property and cancelling this Bond for Title. In the event of default all amounts paid by the Purchaser to the Seller up to the time shall be retained by the Seller as liquidated damages and/or rent. No refunds of any amount shall be given to the Purchaser in the event of default and Purchaser shall be entitled to no equity in the property. Purchaser shall be considered in default if Purchaser fails to make two (2) consecutive monthly payments; Seller shall notify Purchaser of default by certified mail and Purchaser shall have thirty (30) days to cure the default.

Upon default on this Bond for Title all costs of foreclosure shall be borne by the Purchaser. Any and all damages to the property including a reduction in the appraised market value of the property which are caused by the Purchaser shall be considered as damages owed by the Purchaser to the Seller which may be recoverable by Seller under foreclosure or should this Bond for Title be cancelled upon consent of all parties. Any improvements placed on the property become the property of the Seller for no reimbursement to the Purchaser. Any improvements must be approved by the Seller prior to the work being done.

Purchaser is resposnible for yearly taxes and for the homeowners insurance on the property naming the Mortgagee and Seller as lien holders or additional insured.

Upon notification to the Seller, the Purchaser can rent, lease or sell the property by Bond for Title.

This Bond for Title is executed by the Purchaser with the understanding that the property herein described has been inspected by the Purchaser, or his duly authorized agent, and has been solely as a result of such inspection and the agreements contained herein and not upon any inducements, representations, agreements, conditions or stipulations by any person whatsoever not fully set forth herein and this Bond for Title embodies the entire agreement between the parties and all parties acknowledge the receipt of this instrument. Purchaser agrees to be responsible for all upkeep and all repairs for said property from date of possession. Purchaser also hereby agrees that the Seller is hereby released from all liability concerning the condition of the property and/or the grounds and that no warranties are given either express or implied.

All parties hereby acknowledge that they have been read the full terms of this Bond for Title and that they hereby acknowledge that they freely and voluntarily enter into the said agreement upon their own free will.

This contract is binding on the parties' heirs and assigns.

J.P.E.  
EWE - POA J.P.E.

AA

This contract is binding on the parties' heirs and assigns.

IN WITNESS WHEREOF, the parties for this Bond for Title have hereunto set their hands and seals of the day and year first above written.

Witnesses:

B. Ann J. Pittman

Lucia Alvarez

Agust Alvarez

\_\_\_\_\_

Ervin Watson Elliott J.P.E  
Seller: Ervin Watson Elliott / POA Jean P. Elliott

Jean P. Elliott  
Seller: Jean P. Elliott

Alberto Alvarez  
Purchaser: Alberto Alvarez

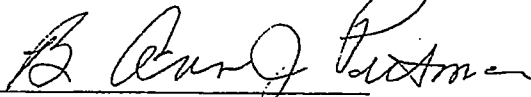
\_\_\_\_\_  
Purchaser:

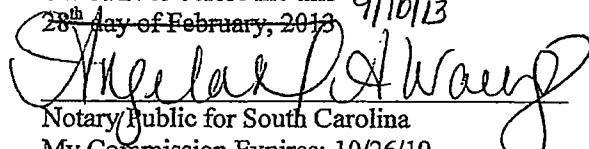
STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

**PROBATE**

Personally appeared the undersigned witness and made oath that she saw the within named parties sign, seal and as their act and deed deliver the written Bond for Title and that she with the other witness subscribed witnessed the execution thereof.

  
\_\_\_\_\_  
Witness

SWORN to before me this <sup>9/10/13</sup>  
~~28<sup>th</sup> day of February, 2013~~  
  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 10/26/19