

promissory note and second mortgage unto Seller against the subject property, said documents to be executed and recorded on September 25, 1981.

(d) Upon the occurrence of the aforesaid conditions in this section, Seller's deed shall be deemed delivered and Purchaser shall have the right to record Seller's deed to the subject property in the public records of Greenville County, South Carolina.

3. Concerning the mortgage held by Carolina Federal Savings & Loan Association, Purchaser agrees to make all future mortgage payments due said lender and to be responsible for future taxes, insurance and escrow monies, if any, due in connection with this property and the mortgage loan. Seller agrees to cooperate, without liability to Seller, with any requirements of the lender involving this transfer and execute any forms that lender may require. To the extent Seller may receive notices, tax notices, letters, checks, refunds or other material from lender, Seller agrees to promptly forward the same to Purchaser. ~~So long as Seller shall have no responsibility, cost or liability, Seller hereby appoints Purchaser as his attorney in fact for the sole purpose of signing any forms that lender may require of Seller in connection with any future transfer of the loan from the name of Seller to Purchaser.~~ It is understood and agreed that the loan shall remain in Seller's name at this time. Purchaser agrees to obtain hazard insurance on the subject premises with Seller and Carolina Federal Savings and Loan Association named as insureds and that all insurance proceeds in excess of proceeds paid to lender shall be paid to Purchaser and Seller as their interest may appear after payment to the mortgagee. Seller represents and warrants that taxes are paid through 1980 (1981 taxes to be prorated) and there are no other liens, mortgages, judgments, mechanics liens, claims for labor or materials, or any other similar encumbrances against the subject property. Purchaser at his sole option, may either make all future mortgage payments to Seller who agrees to

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