

and having a present balance of approximately \$24,582.30, and the second mortgage from Jimmy J. Lindsey to M. E. Durham Company, Inc. in the sum of Nine Thousand Four Hundred Seventeen and 70/100 (\$9,417.70) Dollars. Seller warrants that said mortgages are current and not delinquent and that the next payment will be due on said mortgages on the first day of May, 1982.

It is understood and agreed by the Buyers that the interest rate as provided in the Bank of Greer note has been increased to 16 1/2 per cent per annum and the payments on said mortgage shall be \$375.34.

2. As part of the consideration for this transfer and sale, Buyers agree to be responsible for future taxes and insurance in connection with this property. It is understood and agreed that the loan at the Bank of Greer shall remain in the name of M. E. Durham Company, Inc. at this time and that the second mortgage shall remain in the name of Jimmy J. Lindsey and if Buyers should choose to have the loans transferred into their names it shall be at the Buyers' expense. Seller and Buyers further agree that any insurance policies, homeowner's policies or similar coverage shall be in the name of Seller and Buyers as their interest may appear, as may be required by any insurer or lender. Seller represents and warrants that taxes are paid through 1981 and there are no other liens, mortgages, judgments, mechanic's liens, claims for labor or materials, or any other similar encumbrances against the subject property. Any payment not received by the fifth (5th) day of each month shall be subject to a ten (10%) per cent late charge. Seller agrees to periodically give Buyers written evidence that the first mortgage loan is kept on a current basis, as Buyers may from time to time request.

3. Buyers may have possession of the subject property as of the date of execution of this document.

4. Seller agrees to, simultaneous with the execution of this Bond for Title, at Seller's expense, execute and deliver to Buyers' attorney a good and marketable title to the above

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