

and agrees that nothing will be done to violate any of the terms and conditions of said encumbrance. Seller agrees that nothing will be done during the term of this agreement to violate any of the terms and obligations of said encumbrance.

5. Settlement Date

Settlement shall be held for the execution of this agreement and the commencement of the operation of the mobile home park pursuant thereto on August 19, 1974, the parties contemplating that this agreement will be executed, acknowledged and duly recorded in Greenville County, South Carolina.

6. Delivery of Deed, Carroll Township Property

On the date of settlement, Buyer shall deliver to Seller a duly executed and acknowledged deed containing general warranty clause conveying to Seller fee simple title of the premises owned by Buyer in Carroll Township, York County, Pennsylvania, free and clear of all liens and encumbrances. Real estate taxes shall be apportioned to the date of settlement and transfer taxes applicable to the transaction shall be payable equally by the parties.

7. Delivery at Settlement

A. Seller shall deliver to Buyer all leases, agreements, contracts and other rights and instruments evidencing the tangible and intangible personal property which shall be included in this sale, together with all permits required to operate the mobile home property.

8. Agreements of Buyer and Seller

In addition to the representations and agreements contained in other paragraphs, Seller and Buyer agree as follows: