

(4) Taxes, Insurance and Prorations

(a) Purchaser shall be responsible for payment of all taxes, assessments and other levies upon the real properties to be conveyed by Seller, and upon all additions or replacements thereof, which accrue following the date of this Contract. Purchaser shall be responsible for maintaining fire and extended coverage insurance on the improvements located upon the real property to be conveyed in amounts to be approved by Seller prior to closing, any such policy naming Seller as an additional insured thereon. A copy of the policy so maintained shall be provided to Seller and Purchaser shall periodically furnish evidence of payment of premiums thereon; and

(b) Property taxes for the year in which this Contract is executed shall be prorated as of the date of this Contract. Purchaser shall be responsible for payment of all utility charges which accrue for service provided after the date Purchaser takes possession of the said real property and improvements, and Seller shall be responsible for payment of all such utility charges prior to that date.

(5) Fire or Casualty - In the event of damage or destruction of improvements located upon the real property to be conveyed by fire or other casualty, subject to the provisions of the existing mortgage of Federal Land Bank of Columbia and the exercise of any option therein granted to the mortgagee, the Purchaser shall have the right to require application of the insurance proceeds payable in connection with the loss to repair and restoration of the damaged improvements to a comparable condition to that in which said improvements were found prior to the occurrence, and otherwise restore the premises to that condition; or, in the event of a total destruction of the improvements located upon the premises, the insurance proceeds payable in connection with the loss shall be paid to the Seller to the extent of any amounts due to Seller from the Purchaser under the provisions of paragraph 2 of this Contract or otherwise, unless Purchaser shall notify Seller in writing within ninety (90) days of the date of loss of his election to apply the insurance proceeds to rebuilding the improvements.

(6) Liens and Encumbrances - Seller represents and warrants to Purchaser that the only liens and encumbrances upon the real property and improvements conveyed hereunder are as follows:

(a) 1980 Greenville County property taxes, not yet due and payable;

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