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- 3. OCCUPANCY: As long as the covenants and conditions of this Bond for Title continue to be performed by the Buyer, the Buyer shall have the right to peaceably occupy and possess the above described real estate without interruption from the seller of anyone lawfully claiming through Seller.
- TAXES AND INSURANCE: The Buyer covenants that he will keep the premises and all improvements now existing or hereafter created thereon in a good state of maintenance and repair, reasonable wear and tear and damage by fire or other casualty alone excepted; that he will keep said improvements now or hereafter erected upon said premises insured against fire or other perils in a reputable company or companies, authorized to do business in the State of South Carolina, in a sum of not less than the full insurable value of said improvements, and deliver to Seller appropriate endorsements on said policies. The Buyer will pay all assessments and property taxes of every kind and nature levied against the premises when due. In the event the Buyer fails to pay for such taxes and insurance when due, the Seller shall have the right to pay for the same, and add the costs thereof to the balance due on the purchase price.
- 5. COVENANT TO REFINANCE: The Buyer covanents to make a continuous good faith effort to obtain conventional financing. Buyer at earliest opportunity will obtain a loan and/or mortgage to pay off balance due on property. The financing terms set forth in this Bond for Title are just to continue until the Buyer can obtain conventional financing.
- 6. SELLERS AGENT TO RECEIVE PAYMENT: The Sellers all agree that Mrs. Pauline Smith will be their agent to receive payment. Buyers liability to each seller individually will be extinguished upon buyer delivering his payment to Pauline Smith. Mrs. Pauline Smith is sellers exclusive agent to receive payment from Buyer and is the only one that can make claim for payment due from Buyer.
- 7. TIME: Is of the essence of this agreement. The Buyer shall not assign or encumber any right that Buyer may have under this Bond for Title until such time as said Buyer has paid the full purchase price hereunder and receives from the Seller the above mentioned deed. The word "Seller" as used herein shall include the masculine and feminine gender, singular and plural, and shall include any person, partnership or corporation as the context may require. This agreement contains the entire agreement between the parties and shall insure to the benefit of and become binding upon the Buyer and the Seller, their heirs, assigns, successors, executors and administrators.
- 8. REFINANCING: In the event that the equity of the Buyer in the above described property becomes sufficient to enable the Buyer to take a deed and legal title to the above described property and to place thereon a mortgage loan at then current interest rates by either Government insured or conventional financing, The Buyer shall upon the request of the Seller