- 3. During the term of this agreement the Purchaser shall have the exclusive use and possession of said property which can be occupied by him personally or leased to other individuals at his absolute discretion and any rental income shall accrue to the Purchaser.
- 4. Prior to assumption of the mortgage of Life Insurance Company of Georgia by the Purchaser, Seller shall make all payments of taxes, assessments and existing mortgage obligations. Purchaser may at his option make said payments which shall be construed as rental payments by the Purchaser.
- 5. Purchaser at his option shall begin making mortgage payments unto Life Insurance Company of Georgia beginning September 1, 1979. Any payments made by the Purchaser in this regard shall be construed as rent.
- 6. Seller warrants that electrical systems, heating and air conditioning systems, all existing appliances, mechanical systems, and plumbing systems will be in working order on the date of occupancy. Seller agrees to give Purchaser access to property prior to closing to inspect above systems. Seller warrants that house is free of termites and termite damage and will provide a termite letter or certificate.
- 7. The following personal property is included in the sale price and shall be transferred by bill of sale, free and clear of all encumbrances or liens at closing: oven, refrigerator, washer, dryer, curtain rods and television antenna.
- 8. It is understood and agreed to by all parties that John T. Douglas, Jr. is a Registered Real Estate Broker in the State of South Carolina, purchasing this property in his investment account for a profit and that there is no listing either written, oral, expressed or implied between the Purchaser and the Seller of any other broker. Furthermore, Seller shall have no liability to the Purchaser or his representatives, heirs, or assigns for a fee or commission as a result of this transaction.
- 9. In the event the premises shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than ten percent of the total purchase price, the Seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired within said time or if such damage shall exceed such sum, this contract may be cancelled at option of Purchaser. Should the Purchaser elect to carry out this agreement despite such damage, such Purchaser shall be entitled to all the credit for the insurance proceeds resulting from said damage. Should any fixtures or services fail between the date of this agreement and the date of possession or the date of delivery of deed, whichever shall be earlier, then the Seller shall be responsible for the repair or replacement of such fixtures or services with a unit of similar size, age and quality, or an equivalent credit.
- 10. The Escrow Agent herein shall have the full power to deliver unto the Purchaser the executed deed of the Seller upon satisfaction of the foreclosure claims of Life Insurance Company of Georgia prior to foreclosure sales day; Purchaser's assumption of the mortgage with Life Insurance Company of Georgia or payoff of said mortgage at Purchaser's option. Purchaser shall be required to furnish the escrow agent with documentation from

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