- 4. The first monthly payment of \$333.32 shall be due and payable on the 31 day of OCT., 1979 and should any monthly payment be more than 15 days late then a late charge of five (5%) percent shall apply to said payment. Should the Purchasers become delinquent in their monthly payments, Seller, at his option, may give Purchasers 15 days, by written notice, to cure said delinquency and if the same is not cured within 15 days he may declare the entire balance due and payable at the end of an additional 15 days and should the balance due not be paid to Seller, he may commence foreclosure proceedings against this Bond for Title and institute any other legal or other equitable actions that are allowed under the laws of this state.
- 5. Seller represents that the subject property is free and clear of all liens (except yearly taxes) except for a mortgage over the subject property in favor of First Federal Savings and Loan Association of Greenville, S. C. Seller agrees to make said mortgage payments promptly and keep the mortgage current at all times. Seller agrees to provide Purchasers with written evidence that said mortgage is current as the Purchasers may from time to time request which request shall not exceed four times a year. In the event Seller becomes delinquent on said First Federal mortgage, Seller agrees to notify the Purchasers who shall have the option of making said mortgage payments and deducting the same from Purchasers monthly payment to Seller. Seller agrees that the loan papers at First Federal shall be maintained in the Sellers name so that the mortgagee will not declare the entire balance due and payable by reason of this conveyance by Bond for Title.
- 6. Seller acknowledges that Purchasers have acquired an equitable interest in the subject property by reason of this Bond for Title and that any subsequent creditors of Seller, if any, would be subject to the rights of Purchasers as affects the subject property under the within Bond for Title.
- 7. It is agreed that Purchasers shall have the right to anticipate payment at any time and from time to time without penalty. Purchasers shall have the further right and privilege of refinancing the within balance with third parties (such as a savings and loan association) and Seller agrees to furnish reasonable information and cooperate with Purchasers in furnishing information to any lender. However, such refinancing shall be at the sole expense of Purchasers and Seller shall have no liability of any nature whatsoever in connection with the said refinancing. Upon payment of the purchase price in full, Seller agrees to deliver a good and marketable title in fee simple to the subject property to the Purchasers or their assigns. At the time the

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