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- 4. <u>Possession</u>. Purchaser shall have the right to take possession of the premises as of the date hereof.
- 5. Covenants and Restrictions. Seller warrants that Purchaser has been provided a copy of the "Declaration of Covenants and Restrictions for Chanticleer Townhouses, Inc., Greenville, South Carolina, and Provisions for Chanticleer Townhouses Property Owner's Association, Inc." and the By-Laws of said Owner's Association, all of which are recorded in the RMC Office for Greenville County, S.C. in Deed Book 1113 at Page 319. Purchaser acknowledges receipt thereof and that he has read and understands the same, including such provisions thereof as pertaining to annual and special assessments which, when levied, constitute a charge and lien on the premises.
- 6. Conveyance of Title. Upon full payment by Purchaser of the Purchaser Price, Seller shall convey good and marketable title the premises to Purchaser in fee simple by general warranty deed, with documentary stamps duly affixed thereto, free and clear of all liens and encumbrances, except for applicable property taxes and assessments not presently due and payable, and such easements, rights of ways and restrictions as are set forth in the above-identified recorded Declaration of Covenants and Restrictions and on the above-referenced plat of Chanticleer Townhouses, Phase I, which is recorded in the RMC Office for Greenville County in Plat Book 7-C at Page 70. Seller shall at all times prior to discharge of this Bond for Title keep the premises free and clear of all liens and encumbrances except for such matters as are set forth hereinabove. Upon delivery of title to Purchaser, Seller shall discharge this Bond for Title and cancel the same of record. *
- 7. Default. In the event Purchaser fails to make full payment of the remaining amount due hereunder as and when due, Seller at its option, after

(CONTINUED ON NEXT PAGE)

