

and any payment so made by the Seller shall be prima facie evidence of the necessity thereof. If the escrow agent, hereinafter named, is notified in writing by the Seller of any such advances, it shall not deliver the deed to the Purchaser until repayment thereof with interest shall have been made.

(5) Upon the execution of this instrument, a fee simple general warranty deed, free of encumbrances, liens or assessments, and subject only to the aforementioned mortgage, existing restrictions, easements, rights-of-way and zoning ordinances affecting the title to the aforescribed property, shall be delivered in escrow to a Ray D. Lathem, attorney-at-law, and shall be delivered to the Purchaser upon fulfillment of the Purchaser's obligation to the Seller under the terms of this agreement.

(6) The Purchaser may enter into possession of the subject property immediately upon the execution of this instrument and continue in such possession for and during the life of this agreement. The Purchaser shall maintain such premises and all improvements thereon in good repair, shall permit no waste thereof and shall take the same care thereof that a prudent owner would take.

(7) The Seller and Purchaser, and each of them, promises to pay promptly, and to indemnify and hold harmless the escrow agent against all costs, damages, attorney's fees, expenses and liabilities which, in good faith and without fault on its part, it may incur or sustain in connection with this agreement and in connection with any Court action arising out of this agreement.

(8) In the event of any default by the Purchaser, the Seller shall have the right, under the terms of this agreement, to foreclose hereon in the same manner as though this were a mortgage and in accordance with the laws of the State of South Carolina.

(9) It is expressly agreed by and between the parties hereto that upon the execution of this instrument, possession of the premises and the burdens and benefits of ownership are transferred to the Purchaser and this transaction is intended to be a