

policies^{if any,} applicable to such loss, ~~only to the extent of the amount placed in escrow.~~

(b) Improvements on the property shall not be altered or changed from their present condition prior to close by Seller, wear from normal and reasonable use and deterioration excepted.

(c) Possession of property shall be transferred at closing.

6. This agreement is made subject to the following:

(a) Any and all provisions of any ordinance, municipal regulation, or public or private law.

(b) Such state of facts as a visible inspection and a survey would reveal.

(c) ~~Current taxes and assessments due but not yet payable.~~

(d) Any and all rights acquired by the condemning authority arising from the taking of land in respect of the construction of South Carolina Highway No. 107.

(e) Purchaser will indemnify Seller for ~~any claims or~~ ^{legal expenses in defense of suits for brokerage fees} brokerage fees or ~~expenses~~ which may be filed in connection with the sale and purchase of the real estate the subject of this action.

7. Seller warrants that the property will be conveyed free and clear of any liens and encumbrances placed on the property during ownership by Seller except 1978 taxes which shall be prorated as of the day of closing.

8. The escrow agent is to transfer the funds to Seller at closing on condition that all of the above obligations are met. The escrow agent agrees to deposit said sum placed in escrow on deposit in the savings account drawing the rate of interest

Handwritten initials and signatures:
ABB
M
J. E. Hill

1073

4328 RV-2