

4432-116

only to one of said equal promissory notes as mentioned hereinabove which shall be secured by a mortgage on Exchange property. The Owner herein agrees to assume the payment of said promissory note and to relieve Buyer herein of any liability with respect to said promissory note after exchange between Owner and Buyer.

5. Buyer shall receive for the exchange property, the subject property at an agreed value of Four Hundred Thirty Five Thousand and no/100 Dollars (\$435,000.00) subject to the then outstanding balance of the mortgage of the owner to the Greer Federal Savings & Loan Association, which said mortgage will be assumed by Buyer herein and for which amount Buyer shall receive credit. Buyer shall also receive credit for any previous payments made under this real estate contract and any amendments thereto, including any cash payments made to Effie Lloyd Allen Beattie for the acquisition of exchange property, whether or not said payments were made prior to or at closing. Buyer shall also receive credit for promissory notes given to Beattie for the acquisition of exchange property, so long as such promissory notes are not secured by a mortgage on exchange property which Owner assumes, and further provided, that Buyer shall not receive double credit for any payments made to Effie Lloyd Allen Beattie both under that contract and upon this contract with owner, and in addition, Buyer shall pay to Owner any cash difference necessary so that the total of all equity in property received by Owner plus mortgage and cash credits set forth above, shall equal Four Hundred Thirty Five Thousand Dollars (\$435,000.00). Owner and Buyer herein, agree that on December 1, 1981, in the event that for any reason the purchase from Beattie cannot be consummated, that Owner will sell to Buyer the subject property in exchange for the monies already received by Owner and the monies already received by Beattie, assumption of the mortgage of Owner to Greer Federal Savings & Loan plus additional cash

0759

4328 RV-2