III

SELLER'S WARRANTIES

The Seller warrants and represents the following:

- A. That at the time of closing he will be the owner and holder of that lease on the property between Seller and H. Norman Mayfield, dated June 1, 1979, and that he will not have entered into any agreement with the Lessee to extend the lease beyond June 30, 1982, and that there are no other leases in existence.
- B. That at the closing date, he will own fee simple marketable title to the subject property, free and clear of all liens, special assessments, reservations, restrictions, and encumbrances other than taxes for the current year, which taxes are not then due and payable, and subject to the aforementioned ground lease.
- C. That the property is now being serviced by all four utilities: Sewer, water, gas and electricity, through the Greer Commission of Public Works.
- D. That the property is presently subject to the Greenville County Zoning Ordinance and is classified as "C-2".
- E. The property is subject to no protective covenants and/or restrictions which would prohibit its use for a branch bank location or other legitimate purpose.
- F. That the property is adjacent to the City of Greer, but has not been annexed thereto.
- G. That he has not received any notice that the property or any portion or portions thereof is or will be subject to or effecting by any special assessment, whether or not presently a lien thereon or any condemnation or similar proceeding.
- H. That there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting the property or any portion or portions thereof or relating to or arising out of the ownership of the property, in any court, or before any federal, state, county, or municipal department, commission, board,

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