

2. As part of the consideration for this transfer and sale, Buyer agrees to be responsible for future taxes and insurance in connection with this property. It is understood and agreed that the loan shall remain in Seller's name at this time. Seller and Buyer further agree that any insurance policies, homeowner's policies or similar coverage shall be in the name of Seller and Buyer as their interest may appear, as may be required by any insurer. Seller represents and warrants that taxes are paid through 1982 (1983 taxes to be prorated) and there are no other liens, mortgages, judgments, mechanics liens, claims for labor or materials, or any other similar encumbrances against the subject property.

3. Buyer may have possession of the subject property as of the date of execution of this document.

4. Seller agrees to, upon approval of assumption by the Small Business Administration of Buyer's application, at Seller's expense, execute and deliver to Buyer a good and marketable title to the above described property in fee simple, by general warrant deed with documentary stamps thereon and with dower renounced, free and clear of all liens and encumbrances of every nature except for rights of way and easements for utility purposes, subdivision restrictions, current year taxes which shall be prorated as of this date and the first mortgage against the subject property held by the Small Business Administration.

5. Seller has no right to encumber said property in the future and any attempt to do so shall be void.

6. The Buyer covenants that in the event any of the sums set forth above shall not be paid when due or in the event the Buyer fails and neglects to carry out any of the terms, conditions and obligations set forth in this Bond for Title, the Seller shall give written notice duly transmitted by certified United States Mail addressed to the last known mailing address of the Buyer notifying the Buyer of such default, and if the Buyer fails to remedy such default within ninety (90) days after receipt of written notice, the Seller may declare this Bond for Title terminated, null and void, and all sums paid hereunder by the Buyer shall be deemed forfeited with the right of the Seller to

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