

BOOK 1123 PAGE 112

warranty deed to the above described property, conveying a fee simple title thereto, free from all liens and encumbrances, except applicable restrictive covenants, zoning ordinances, easements and rights of way and taxes or other assessments which shall be paid by the purchaser(s).

10. Time is of the essence of this contract. In the event purchaser(s) fails to make any payment required by the terms of this contract, at the time the same falls due and prior to delinquency thereof, including interest payments to seller, taxes, assessments, and insurance premiums, and if such default continues for thirty (30) days after written notice thereof, seller, at his option, may declare a forfeiture of purchaser's rights hereunder and cancellation of this contract. On such election, all right, title and interest of purchaser(s) hereunder shall cease and determine, and all payments theretofore made by purchaser(s) shall be retained by seller as liquidated damages and as rental for the use and occupation of the property.

11. The purchaser(s) have been made fully aware that the property which is the subject of this contract is encumbered by a mortgage loan which is held by First Federal Savings & Loan Association of Greenville, S.C. Purchaser(s) agree that should said Savings & Loan exercise its option to declare all sums owing under said mortgage due and payable by virtue of seller having executed this contract with purchaser(s), then and in that event all sums owing to seller under this contract shall become immediately due and payable.

12. In the event purchaser(s) consummate this transaction as provided herein, the closing attorney shall be Jerry L. Taylor, 12 Lavinia Avenue, Greenville, South Carolina. Purchaser(s) agree to pay an attorney's fee of Four Hundred, Seventy-five and No/100 (\$475.00) Dollars.

13. Seller agrees to pay a real estate commission of 3% of the sales price to Delco Real Estate, Inc. upon payment by purchaser(s) of the Ten Thousand, Nine Hundred, Fifty and No/100 (\$10,950.00) Dollars specified in Paragraph 2.(b)(2) above.

14. In case any action is brought by seller to enforce this contract or any provision thereof, seller shall be entitled to attorney's fee in addition to ordinary taxable costs of suit.

1010

4328 RV-2