(9 3/4%) percent. Seller agrees to notify Purchaser in writing of any change in the interest rate and to provide written proof of that change as provided Seller by Federal Land Bank.

- 4. It is agreed that the Purchaser may at any time pay the balance of the purchase price in full with no penalty for any early payment. Seller further agrees, covenants and warrants that upon payment of the full purchase price herein he will convey by general warranty deed to the Purchaser the within-described property in fee simple, free and clear of all assessments, liens and encumbrances of every kind and nature. More particularly, but not exclusively, Seller will, within ninety (90) days of the full payment of purchase price by Purchaser, secure a release of this property from the Federal Land Bank of that present first mortgage covering the entire parcel of which this property is a portion recorded in the RMC Office for Greenville County in Mortgage Book 1452, page 258, on December 6, 1978. Should Seller be unable to acquire such a release or should Seller in any other manner be unable to convey clear marketable title in fee simple to subject property, Purchaser shall have the right to collect from the Seller by way of liquidated damages the amount of \$1,000.00 per month until such title is conveyed or may demand the return of all monies paid in on this purchase price including interest payments thereon, Purchaser having the option to choose which of the above remedies should Seller default herein.
- 5. It is further agreed that should any installment due to Seller become past due, and should there be no more available prior principal payments to be allocated as provided heretofore in paragraph 2, Seller will provide written notice of the overdue payment to the Purchaser. Should any payment remain unpaid and past due for a period of sixty (60) days after written notice thereof, Seller will have the right to declare the entire balance due and payable and enforce compliance or to cancel this contract and retain all amounts heretofore paid as liquidated damages, and Seller may treat the Purchaser as a tenant holding over after notice or to use any other remedy available at law or in equity.

(A) (A) (B)

THE RESIDENCE OF SHIPE

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