

10. This Contract contains the entire agreement between the Seller and Purchaser and supercedes all previous agreements between them whether written or oral.

11. It is expressly contracted that in the event of default by the Purchaser in failing to comply with the terms of this Contract, one half of the earnest money deposit shall be paid to the Seller and the other half shall not to exceed the total amount of the agreed commission above provided, with the remaining portion of the earnest money deposit to be paid to the Seller as liquidated damages, without prejudice to Seller, however, to pursue other legal or equitable remedies, including specific performance or further damages sustained by Seller as a result of Purchaser's default.

12. At closing, the Seller shall execute and deliver to Purchaser a general warranty deed of conveyance on a locally acceptable form with all dower rights renounced thereon vesting in Purchaser an marketable and insurable owner's title in fee simple absolute in and to the described real estate, free and clear of all assessments, liens and encumbrances of every kind and nature excepting only (a) those liens and encumbrances hereinabove expressly set out to be assumed by Purchaser, and in the maximum amount above set forth, and to (b) property taxes not yet collectible and payable rights of way and easements for local utility and drainage facilities, subdivision setback lines, conditions, reservations and restrictions which in accordance with local standards of practice would not affect the marketability or insurability of title to the above described Real Estate. Provided, however, that the Real Estate is hereby sold subject to governmental, zoning, building and occupancy statutes, ordinances and regulations.

13. In the event that title to the above described Real Estate shall not be marketable and/or insurable as aforesaid, then the Purchaser may rescind this Contract and shall be refunded the earnest money deposit herewith, and this Contract shall thereafter be deemed null and void. Provided, however, that the Seller may, at the Purchaser's option, elect to use reasonable efforts to remove such title defects at Seller's expense in which event the Seller's performance shall be extended for a period mutually agreeable to the Seller and the Purchaser.

14. If the terms of Paragraph 3 above so require this Contract shall be subject to the obtaining by Purchaser of a first mortgage loan on the above described Real Estate upon the terms, rate of interest and in the total amount hereinabove set forth, otherwise, this Contract may, at the option of the Purchaser be voided with the earnest money deposit refunded to Purchaser after reimbursement of all amounts actually expended by the real estate broker in attempting to obtain such a mortgage loan.

15. In the event the Purchaser is to obtain an FHA or VA insured loan as hereinafore set forth in Paragraph 3, all discount points, photograph fees, termite inspection fees and other fees required to be paid by the Seller as opposed to the Purchaser under VA or FHA regulations and policies, shall be paid by the Seller at closing from the sales proceeds.

16. Unless otherwise indicated above, the Seller at closing shall further provide and pay for at Seller's expense the above mentioned general warranty deed and pay for all South Carolina and Greenville County documentary stamps, and/or conveying taxes thereon.

17. If the Seller holds possession of the Real Estate hereon, and the date set forth for holding possession above, then the Seller shall be deemed a tenant at will of Purchaser subject to the laws of the State of South Carolina.

18. Any real estate agent or broker acting as agent for either the Seller or the Purchaser under the terms of this Contract shall not be responsible for any expressed or implied warranties or representations pertaining to the Real Estate made by the Seller or Purchaser hereunder.

19. The Seller represents as a condition of the closing of this Contract that the heating system, electrical system and wiring, plumbing and all appliances connected with any improvements on the Real Estate above described shall be in good working order and operative as of the date of closing and if not the Seller shall at Seller's expense prior to closing or immediately thereafter make the same operative and in good working order. The Seller further warrants that all improvements on the Real Estate shall be free of termite and other wood destroying insects as of the date of closing with the Seller to be responsible for payment of all repairs to any structural damage caused by termites or other wood destroying insects.

20. If the improvements on the above described property have been inspected and inspected then Purchaser does hereby purchase the same in an "as is" condition with no warranties or representations except for those in the immediately preceding paragraph relating to the heating and other systems and termite. All improvements on the above described property are new and have never been occupied or installed. The Seller warrants that such improvements are free of substantial defects in workmanship and materials for a period of one (1) year from the date of closing except in respect to items or matters separately covered by a manufacturer's warranty, which, if longer than one (1) year, shall inure to the benefit of and be and become enforceable by Purchaser against such manufacturer.

21. Included in this purchase and sale and as a part of the consideration for the Real Estate hereinabove described are all buildings, improvements, fixtures, and appurtenances attached to the realty and used in connection therewith, including but not limited to, the electric, heating, wiring, lighting, and conditioning systems, or systems, and built in appliances and wall to wall carpeting.

22. The Seller warrants to deliver to the Purchaser at closing the Real Estate and improvements in the same condition on which they exist on the date of execution of this Contract, reasonable use and wear thereafter being accepted. All risk of loss for damage or destruction through fire, wind, storm or other causes shall remain with the Seller until after closing. The Seller further warrants that it has no knowledge of any violation of any building or other laws with respect to the present use of the real property, the subject hereof.

23. The terms and conditions of this Contract shall be binding upon the undersigned Seller and Purchaser, their heirs, assigns, executors, administrators, legal representatives and assigns and shall be the entire agreement of the essence of this Contract. All notices hereunder shall be in writing and shall be addressed to the party to whom the notice is directed.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Seller and Purchasers sign, seal and as their act and deed deliver the within Real Estate Purchase and Sales Contract and that (s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to before me this
17 day of February, 1981.

May White
Notary Public for South Carolina
My commission expires: 1/15/82
FEB 23 1981

(SEAL)

0136

REC'D PROBATE

FEB 23 1981