

advancements so made by the Seller shall be immediately repayable and shall not be construed as a waiver of Purchaser's default in respect to such payments for taxes and insurance; and in making payment of such taxes, as above provided, the Seller shall not be required to inquire into the validity of any such tax assessments, but shall be authorized to pay any taxes which have been assessed and appear unpaid upon the City or County Treasurer's books.

The Purchaser further agrees not to make any major additions, improvements, or alterations upon said premises without first obtaining from the Seller written consent therefor, and to maintain the premises in good repair. The Purchaser further agrees to keep the said premises free from liens and to promptly pay and discharge any mechanic's or other liens that may be filed against the same or any improvements thereon.

And it is mutually covenanted and agreed between the parties hereto that time shall be the essence of this contract and that if the said Purchaser shall fail to pay any of the said installments or principal or interest when due, or the said taxes, or any of them when due, or to keep the said premises insured as aforesaid, or shall in any respect breach any of the conditions of this contract, then and in that event said Seller, upon giving to said Purchaser thirty days' notice in writing of its intention so to do, shall have the right to declare this Agreement forfeited and cancelled and of no further force or effect. Said notice in writing may be given by serving the same personally upon said Purchaser by mailing a copy of such notice to said Purchaser duly enclosed in an envelope, with postage thereon prepaid, addressed to said Purchaser at 513 Watts Avenue, Greenville, South Carolina. Upon the expiration of the time specified in said notice, if such delinquent payments or such other delinquency as may exist has not been paid, secured, and made good, this contract shall thereupon forthwith be deemed cancelled and forfeited and the Purchaser agrees thereupon immediately to surrender the possession of said premises to the Seller, and the Seller shall be empowered and authorized immediately to re-enter and fully repossess the same. And in such event, the said Seller shall be entitled to retain, as liquidated damages for the breach of this contract, and as a reasonable rental therefor, all payments made by the Purchaser, it being mutually understood and agreed that, in the nature of the case, it would be impracticable and extremely difficult to fix the actual damages on account of such breach. The Seller may, however, at its option, enforce this contract according to its legal effect; and the forfeiture and cancellation of this contract as above provided shall not be deemed as a waiver of any damages claimed or suffered by the Seller on account of such breach.

It is hereby understood and agreed that the Purchaser shall not assign or encumber this contract without first obtaining the written consent of the Seller to such assignment or encumbrance.

It is mutually covenanted and agreed that the provisions of this contract shall apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto, as if in each covenant particularly mentioned.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

WITNESS:

John C. Dunson
W. J. D. Caine
Wm. A. Barrie

Mary L. Shaw

W. J. D. Caine

ESTATE OF L. K. SIMPSON

By: Mrs. L. K. Simpson
 Mrs. L. K. Simpson, Executrix

J. H. Simpson
 J. H. Simpson, Executor

SELLER

Arthur George Swank
 ARTHUR GEORGE SWANK

Margarette Boyter Swank
 MARGARETTE BOYTER SWANK