

counsel and each party shall be solely responsible for the payment of his or its counsel's fee.

7. Conduct Pending Closing

7.1 From the date of this agreement until closing the SELLERS will not enter into any contracts, leases, tenancies or agreements for the premises which is the subject of this agreement which extend beyond the time of closing without the express written consent of the PURCHASER.

7.2 From the date of this agreement the PURCHASER, its agents or employees, shall, for the purpose of inspection or survey have reasonable access to and upon the real estate which is the subject matter of this agreement.

8. Title Insurance and/or Title Examination

8.1 If the PURCHASER desires to obtain title insurance, the entire cost of such insurance as well as the cost of title examination will be borne by the PURCHASER.

9. Pro-ration

9.1 The following items shall be pro-rated between the parties as of the date of closing: Water and sewer rents; real property improvements assessments, if any; and pre-paid insurance premiums, if any. 1974 Greenville County property taxes shall be paid by SELLERS.

10. Default

10.1 In the event that the PURCHASER shall default in performance of its obligation under this agreement, SELLERS shall be entitled to obtain the moneys deposited by the PURCHASER pursuant to this agreement as liquidated damages. Such liquidated damages shall be the SELLERS' sole remedy, the parties agreeing that the actual damages would be difficult or impossible to ascertain.

11. Eminent Domain

11.1 If, prior to the date of closing this agreement, all

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