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- 4. Payments shall be made to: Andrew Sobczyk, 109 Hillerest Drive, Clemson, S.C. 29631.
- 5. Purchaser may prepay any or all of remaining balance at any time at no penalty. Purchaser shall be given possession of property upon execution of this contract. Purchaser will be responsible for a pro rata portion of the real estate taxes effective this date.
- 6. Upon tender by Purchaser of the final amount due Seller under the terms of this agreement, Seller shall tender to Purchaser a general warranty deed, duly recorded with deed stamps affixed, conveying a good fee simple and marketable title to the above described property free and clear of all liens and encumberances except for easements and rights of way which appear of record as of the date of this contract. In the event Seller fails to satisfy the terms of this paragraph, Purchaser shall notify Seller of said failure. Seller shall have a period of ninety (90) days within which to cure such defect. If Seller fails to cure the defect, Purchaser at his election may rescind the contract and have returned all amounts paid pursuant to the contract or may at Seller's expense take such reasonable actions as are necessary to cure all defects. Purchaser may utilize any sums which he still owes under the terms of this contract to correct said defect and, if insufficient, shall be reimbursed by Seller.
- 7. If default of thirty (30) days is made in any installment when due, Seller shall notify the Purchaser of his intent to rescind the contract. At any time within six (6) months of actual notice of Seller's intent to rescind, Purchaser shall have the right to pay all past due installments thereby curing the default and, upon payment, shall be considered to be in full compliance with the terms of the contract. In the event the Purchaser remains in default for more than six months after actual notice, Seller shall have the right to rescind the contract and sell the property with all improvements and retain from the proceeds an amount equal to the balance still due Seller from Purchaser