

at the expense of the Seller and in the event there is termite infestation or structural damage due to termite infestation, the cost of termite treatment for the property or repairs will be an expense of the Seller.

This sale includes all fixtures attached to the premises aforementioned.

It is expressly agreed that in the event of any default on the part of the Purchaser to comply with the terms and conditions of this contract, the escrow deposit shall be at the option of the Seller, paid to the Seller as liquidated damages or in the alternative, the legal remedy of specific performance. Upon default of the Seller to comply with the terms and conditions of this contract, the Purchaser is entitled to a refund of all sums paid hereunder and in addition, to the right to recover damages or specific performance.

Witness the parties hereto by their hands and seals the day and year first above written.

Robert C. Wilson

Bebbie S Roberts

Robert C. Wilson

Bebbie S Roberts

Katherine H. Livingston

Mina R. Karuth

Elizabeth Clary Smith
Purchaser

Harold C. Smith
Purchaser

Laymon L. Echols, Jr.
Seller
Laymon L. Echols, Jr.,
Attorney-in-Fact for Martha
E. Mitchell

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Elizabeth Clary Smith and Harold C. Smith sign, seal and as their act and deed deliver the within written Contract of Sale and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN TO before me this 25th day of April, 1978.

Robert C. Wilson
Notary Public for South Carolina

Bebbie S Roberts

My Commission Expires: 3-15-82

4328 RV-21