

hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining thereto.

2. In the meantime and until such deed shall be delivered, and so long as Poole shall not be in default under the other conditions stated herein, the Owner shall and does permit and suffer the said Poole peaceably and quietly to hold and enjoy the said premises.

3. In the event Poole shall fail to make any of the aforesaid payments when due, or shall otherwise default on or fail to satisfy one of the conditions hereof, and if Poole shall fail to make such payment or cure such default after thirty (30) days written notice, then and in such event the Owner shall have the right to re-enter the premises, and take full possession and control, and in such event Poole shall surrender complete possession of the premises and all improvements thereon to the Owner. In such event, any and all previous payments made to the Owner with respect to the property, including previous installments made under this Bond for Title, shall remain the property of and shall be forfeited to the Owner as rental for use of the premises prior to such retaking of possession. In the event of such default, the Owner shall have the option of allowing Poole to remain in possession of the premises and to accept such installment at a later date, provided that the amount of any such installment not paid when due shall bear interest until paid at the rate of eight (8%) per cent per annum.

4. It is understood and agreed by Owner and by Poole that the real property described herein is currently subject to the mortgage of Aiken Spier, Inc., dated September 30, 1970, recorded in the RMC Office for Greenville County in Mortgage Book 1168 at Page 371. When all obligations of Poole stated herein have been paid in full, title to the property will be conveyed to Poole as hereinabove provided, free and clear of such mortgage lien.

5. Poole shall have the right and option of prepaying the entire remaining balance due on the obligation set forth herein at any time without penalty; except that, if the aforesaid mortgage requires payment of a prepayment charge or prepayment penalty by