

time, unless Buyer elects to accept such title as Seller is able to convey or elects to further extend the time to clear said title, the Buyer may elect to terminate this option and all sums paid hereunder shall be refunded to Buyer.

7. The Buyer shall have the right, after the date hereof, to enter upon the subject property for the purpose of conducting surveys, architectural and engineering tests, boring tests and any other test and studies desired by Buyer.

8. Until the closing of the sale of the subject property, the risk of loss or damage to subject property shall be borne by the Seller.

9. The Buyer and the Seller acknowledge and agree that no broker brought about, or participated in, this option or transaction. The Seller agrees to indemnify and exonerate the Buyer, and each of them, against any and all liabilities and expenses whatever (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction. Each and all of the representations, warranties, and agreements contained in this paragraph shall survive the closing of this transaction.

10. This option and all rights hereunder shall be freely assignable by the Buyer, and if assigned by the Buyer, any and all acts performable by Buyer hereunder, including the execution and delivery of the note and mortgage, may be performed by any assignee, whether such assignment is made before or after the exercise of this option.

11. Any notice which may be or is required to be given pursuant to the provisions of this option may be delivered or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Seller, to: Mrs. Elizabeth D. McCoy  
Route 4, Old Boiling Springs Rd.  
Greer, South Carolina 29651

If to the Buyer, to: R. Patrick Jenkins  
Route 4, Box 207  
Old Boiling Springs Road  
Greer, S.C. 29651

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