

5. In addition to the aforementioned monthly mortgage payment of Three Hundred Sixty-Three and 99/100 Dollars (\$363.99) to South Carolina National Bank, SMITH agrees to pay, commencing May 1, 1978, the condominium fee due on said real estate to Gallery Center Association and 1978 and subsequent Greenville County property taxes on said realty and to maintain said building situate on said realty in a good state of repair at all times, normal wear and tear only excepted. SMITH acknowledges and agrees that said building is presently in a good state of repair.

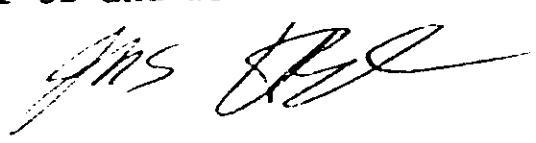
6. Should SMITH default in his obligations hereunder for a period of Ninety (90) days, COX, at his option, may after giving fifteen (15) days written notice to SMITH either:

(a) Terminate this Agreement, enter and take possession of the premises free from any claim or right of SMITH, his heirs and assigns, and retain all sums paid by SMITH hereunder and treat the same as rent paid; and/or

(b) Assert any other remedy or remedies available to COX under the law of the State of South Carolina.

7. SMITH agrees to use said premises at all times for lawful purposes and not to violate any restrictions or other covenants affecting said property.

8. SMITH covenants and agrees to save COX harmless and indemnify COX from and against all loss, liability and/or expense that may be incurred by reason of accident, neglect and/or misadventure to persons and/or property arising from or in any way growing out of or connected with the use, misuse and/or abuse of said premises. In this connection, SMITH agrees to secure and pay for a public liability policy of insurance in the amount of at least Fifty Thousand Dollars (\$50,000.00) per person covering said premises in favor of SMITH and COX and/or with an endorsement thereto in favor of and for the benefit and protection of COX and



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