If all or a portion of said property shall be available for sale, Cain shall have the right of first refusal to purchase said property upon the same terms and conditions as any bona fide offer. Whitfill shall give written notice to Cain of her intention to sell said property and the terms and conditions of said sale by registered United States mail, properly stamped and addressed to Cain at Cain's last known address. Cain shall have thirty (30) days from the date of receipt of said notice to purchase the property upon the same terms and conditions as any bona fide offer. In the event Cain fails to respond within the said thirty (30) days period by written notice to Whitfill by registered United States mail, postmarked within thirty (30) days of the notice sent to Cain by Whitfill, Cain shall have been deemed conclusively to have refused said offer to purchase.

This Agreement shall be binding and inure to the benefit of the respective heirs, assigns, next of kin, executors, administrators legal representatives or successors as the case may be, of the parties hereto.

Witnesses:

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Binita B. WHITFIEL

NATHANIEL E. CAIN

BARBARA L. CAIN

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me the undersigned, who, on oath states that (s)he saw Bonita B. Whitfill, sign, seal and as her act and deed deliver the foregoing Right of First Refusal to Purchase, and that (s)he with the other subscribing witness witnessed the execution thereof.

Liena L. Chaping

SWORN to before me this

day of 111 198

Notary Public for South Carolina My Commission Expires: 12/7/86

PERFORMANCE AND COLUMN

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