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by the Purchaser or any failure on Purchaser's part to comply with any of the covenants, terms and conditions herein contained.

## 6. DELIVERY OF TITLE.

Upon payment in full by Purchaser to Seller, Seller agrees to convey the within described property to Purchaser by a good and marketable fee simple title, free of all encumbrances or liens and warrants, except as otherwise herein provided.

## 7. DEFAULT.

Seller agrees that it will give Purchaser ten (10) days notice within which to make payment or reimbursement of any amount which may be due to seller including any past due monthly installment, any advance which might be made by Seller in behalf of Purchaser pursuant to Paragraph No.4, and any deficiency for taxes, assessments or insurance premiums. Except as hereinabove provided in this Paragraph No. 7, the parties agree that time is of the essence of this Contract. Failure of Purchaser to pay any sum within ten (10) days after notice shall constitute a default in which event Seller shall be discharged in law and equity from all liability to make the aforementioned deed. Further, in the event of default by Purchaser, Seller may treat the Purchaser as a tenant holding over after termination or contrary to the terms of Purchaser's lease and shall be entitled to claim and recover or retain if already paid and all monies paid by Purchaser prior to such default for rent, or by way of liquidated damages, or, in the alternative, Seller may seek specific performance of this Contract.

## 8. NOTICES.

All notices and other communications required or contemplated by this Contract shall be in writing, signed by the party originating the same, and shall be sent by registered or certified mail to the recipient, postage prepaid, return receipt requested, at the address hereinafter specified. The date of such notice or communication shall be the date of the postmark on the envelope in which such notice or communication is enclosed. For the purpose of this Contract the address of Seller is: Reba II. Hawkins, P.O. Box 3867, Greenville, South Carolina 29608, and the address of the Purchaser is:

James A. and Julie E. Johnson
Rt. 3 Box 456-D
Travelers Rest, S.C. 29690