

IV.

The Seller agrees to provide a county maintainable road as shown on the above reference plat and to further provide a water line in the road right of way in compliance with the rules and regulations of the Greenville Water Works.

V.

The disposal of sewage by the Purchaser shall be the responsibility of the Purchaser and the use of a septic tank by the Purchaser is acceptable to the Seller.

VI.

It is further understood and agreed that the above described property is presently encumbered by two (2) mortgages given by the Seller to H. KATHRYN MILLER and MURIEL J. WOODS but that the Seller agrees that they will continue to make the monthly payments thereon as the same shall be come due payable. It is further agreed that at such time as the above consideration, together with interest, has been paid in full, the Seller shall convey unto the Purchaser by general warranty deed a fee simple, marketable title to the property described herein free and clear of all liens and encumbrances except:

- a) Taxes which are due and payable in the calendar year in which the full payment is made;
- b) Easements and/or rights of way which may appear of record and/or on the recorded plat or the premises; and
- c) Covenants and restrictions imposed upon said property.

VII.

It is understood and agreed that time is of the essence of this Contract and the Purchasers shall pay to the Seller a late charge of four (4) percent on any monthly installment not received by the Seller within twenty (20) days after the installment is due and should the Purchasers become thirty (30) days in arrears in payment hereunder, or in payment of taxes, or in the performance of any of the conditions hereof, the Seller shall have the right to cancel this Contract. The Contract may be cancelled by the mailing of written notice to the Purchaser at P. O. Box 5022, GREENVILLE, SOUTH CAROLINA, and upon the failure of the Purchaser to remedy the default within ten (10) days

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