paid hereunder by the Buyershall be retained by the Seller as rent or liquidated damages. Notice to quit and of forefeiture are each hereby waived by the Buyer.

- 11) It is further understood and agreed that if there is any default in the agreement on the part of the Buyer, that the Buyer agrees to pay to the Seller any reasonable attorney's fees and costs that the Seller may incur in connection herewith.
- 12) It is further understood by the Buyer that this property is subject to a mortgage to First Federal Savings & Loan Association of Greenville and that the Seller will obtain a release or satisfaction of said mortgage of record upon payment of the agreed purchase price in full.
- inspected the premises herein and finds them to be satisfactory and it is further understood and agreed by and between the Buyer and Seller that there is no warranty or representation by Seller of fitness or suitability of the premises, that the premises are accepted by the Buyer in the premises present "as is" condition and said premises will be conveyed in an "as is" basis, with the repairs as noted by the Seller: repair storm door; repair downstairs toilet; caulk sink in downstairs bath and repair screen door.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 30 day of September, 1983.

Witnesses:

Barbara I. Summer, Seller

France R Luke Purchaser