IT IS AGREED that the Buyer accepts the dwelling located on the above described property in its present condition and the Buyer agrees to be responsible for all repairs and upkeep to said property.

IT IS FURTHER AGREED that at the end of two (2) years from the date of this Agreement (or at a later date if agreed upon by the Seller), Buyer, at his expense, will apply for and attempt to secure a mortgage loan over the subject property in an amount sufficient to pay off the Seller in full. At such time as said loan has been secured and the Seller paid in full, including the balance due on the purchase price, interest and payments for real estate taxes and fire insurance, that the Seller will execute and deliver to the Buyer a fee simple title to the subject property, free and clear of all liens and encumbrances, except for the Buyer's mortgage and except for any restrictions and rights-of-way that may affect the subject property. In the event that the Buyer is unable to secure such a loan, the Seller agrees to continue to finance the within sale at the then maximum permissible interest rate in South Carolina, until Buyer is able to secure other financing for the purpose of paying off Seller in full.

IT IS LASTLY AGREED that time is of the essence of this Agreement and that if said payments are not made when due, the Seller shall be discharged in law and in equity from all liability to make said deed and may treat said Buyer as tenant holding over after termination or contrary to the terms of a monthly lease, and the Seller shall be entitled to claim and recover, or retain if already paid, the monthly payments referred to above as rental for the use of said property, or by way of liquidated damages or the Seller may enforce the payments under this Agreement and the Seller may declare the entire balance due and payable together with a reasonable attorney's fee and costs, should the Seller deem it necessary to turn the matter over to an attorney for collection or enforcement of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the day and year first written above.

In the presence of:

\*\*Elloward States of the states of th

MORICAGE GUARANTY INSURANCE CORPORATION

Seller Richard E. Vachalek

(SEAL

Y: William L. Sampell (SEZ

william L. CAMPBELL, JR.

(SEAL)

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