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any damage caused thereby, and in the event that substantial infestation or damage is found by a reputable exterminator, then within said time, the Purchaser may rescind this contract and receive a refund of the earnest money deposit.

- 7. In the event that the City of Greenville, South Carolina Zoning Board of Adjustment at its January, 1974, meeting fails to grant a special permit which would enable the Purchaser to use the entire house located on the premises for professional space, then the Purchaser may rescind this Contract within ten (10) days after the ruling of said Board and receive a refund of the earnest money deposit.
- 8. The Seller wishes to retain title and the right to remove certain items from the house situate on said property which are itemized on a list initialed by the Seller and attached to this Contrac t, incorporated therein by reference and made a part hereof as though fully set forth.
- 9. This Contract shall inure to the benefit of and become binding upon the undersigned parties, their heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the undersigned Seller and Purchaser have caused this Contract to be executed this day and year first above written.

IN THE PRESENCE OF:

John R. Steele

ANNE G. KING Seller

Enstance All Bruke

JOHN M. DILLARD, Purchaser

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named John M. Dillard, Purchaser, sign, seal and as his act and deed deliver the within written Contract; that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

15 day of fanciary, 1974.

Sandad, (May (LS))

Notary Public for South Carolina )

My Commission Expires: 1/12/81

Constance B. YN Brile

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