

price shall be determined. In the event either party shall refuse to appoint an appraiser within the time provided herein, the other party may proceed to appoint an appraiser.

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#### 16. Termination

16.1 This agreement shall terminate upon:

- a. Any sale or transfer of all or substantially all of the interest of all of the parties in the real estate.
- b. The unanimous agreement of all of the parties hereto.
- c. Ten years after the date hereof.
- d. The sale of the subject property under foreclosure proceedings.

#### 17. Miscellaneous Provisions

17.1 The closing of this agreement shall take place in the offices of Horton, Drawdy, Marchbanks, Ashmore, Chapman and Brown, P.A., of Greenville, South Carolina, at a time mutually agreeable to all of the parties hereto.

17.2 This agreement contains all of the covenants and promises between the parties concerning the transfer of the real property set forth herein. There are no promises, agreements, terms, conditions, warranties, representations or statements other than those contained herein. There may be no modification or amendment to this agreement except by a subsequent agreement in writing executed by all of the parties hereto with the same formality as this agreement.

17.3 This agreement inures to the benefit of the parties hereto and is binding upon their respective heirs, representatives, successors and assigns. This agreement is executed within the State of South Carolina and its interpretation and performance are to be governed solely by the laws of the State of South Carolina.

17.4 Whenever necessary or appropriate, use herein of any gender shall be deemed to include the other genders and the use herein of either singular or plural shall be deemed to include the other.

\*15.4 Default under the terms of the note and mortgage referred to herein shall be governed by the terms as contained in said note and mortgage.