by the seller in order to cover any increase in the insurance premium and/or property taxes. The Purchaser further agrees to pay any special city and/or county assessments applicable to the within described property levied after the date of this Agreement.

- 4. Upon full payment of the purchase price, interest, taxes, insurance and special assessments, if applicable, as set forth above, the seller agrees to convey the property to the purchaser by general warranty deed, free of encumbrance or lien.
- 5. In consideration of the covenants and agreements on the part of the seller, the purchaser agrees to purchase said property and to pay the purchase price, interest, taxes, insurance and any special assessments, if applicable, in the manner stipulated above.
- 6. It is further agreed that in the event purchaser sells his former home in San Diego, California, all proceeds of such sale will be immediately applied to the payment of the principal balance due on the indebtedness represented by this agreement.
- 7. Time is of the essence in this agreement, and upon failure of the purchaser to make any payments under this agreement when due, the seller may immediately declare this contract terminated, retain all sums paid hereunder as rent and/or liquidated damages and be entitled to immediate possession of the premises.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Greenville, South Carolina, this 9th day of June, 1976.

In the presence of:

EDWARD H. HEMBREE BUILDERS, INC.

Dal A. Clack

Purchaser

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