SECTION FOUR BREACH BY PURCHASER; REMEDIES OF SELLER

Time is of the essence of this contract. In the event Purchaser fails to make any payment required by the terms of this contract, at the time the same falls due and prior to delinquency thereof, including installment payments to Seller, payments on taxes, assessments and insurance preminums and if such default continues for FORTY-FIVE (45) days after written notice thereof, Seller at her option may:

- (1) Declare a forfeiture of Purchaser's rights hereunder and cancellation of this contract, subject to any rights of redemption or reinstatement which the Purchaser may have under the laws of this State. On such election all right, title and interest of Purchaser hereunder shall cease and determine, and all payments theretofore made by Purchaser shall be retained by Seller as liquidated damages.
- (2) In lieu of declaring a forfeiture, accelerate and bring an action for the balance of the purchase price remaining due, or for any other relief available in law or equity, including suit to recover any payment or payments made by Seller and repayable by Purchaser hereunder, it being stipulated and agreed that such obligation to repay is a seperate and independent covenant of Purchaser hereunder. No action to recover any payment or payments so made by Seller shall constitute waiver by Seller of her right to proceed otherwise with respect to any subsequent default. No waiver by Seller of any default of purchaser shall be construed as a waiver of any subsequent default. Reasonable attorney's fees will be paid by Purchaser in the event of default.

SECTION FIVE NOTICES

The addresses of the respective parties are as follows:

Seller: 28 Howe St. J. C. 39601
Purchaser: 15 Dhane Drive
Greenville, S. C. 29605

Any notice or demand on either party hereunder may be mailed or personally delivered to such party at the address given above or such subsequent address as he may hereafter furnish in writing to the other party. Notice or demand so given shall be sufficient for any purpose under this contract.

IN WITNESS WHEREOF, the parties have executed this instrument in multiple originals on the day and year first above written. Each counterpart hereof shall be deemed an original of the contract for all purposes.

WITNESS the Parties hand and seal this 30 day of April, 1984.

Signed, sealed and delivered in the presence of:

Donna Moley Henra

Parchaser C. Carler Seller

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

RPOBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Seller and Purchaser sign the with contract, deliver the within written installment land contract and that (s)he along with the other subscribed witness above, witnessed the execution thereof.

SWORN to before me on this day of April, 1984.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 5/11/13

34404