

and the transaction shall be closed on or before the passage of said sixty (60) days.

## VII

From the date of this Agreement until the date the deed is delivered, the Seller shall retain full use and enjoyment of the property and shall be entitled to all income actually received therefrom during such period. On and after the date of delivery of the deed, the full use and enjoyment, with all increments thereof, shall fully vest in the Purchasers.

## VIII

In the event any proceeding is commenced and any portion of this property shall be taken by any governmental agency under the power of eminent domain, between the date of this Agreement and the delivery of the deed, all terms and provisions of this Agreement shall remain in full force and effect, but all rights to the award shall vest in the Purchasers and they shall have the exclusive right to conduct in such manner as they see fit any such condemnation proceedings. In the event a cash award is made, either by legal proceedings or by negotiation, eighty (80%) per cent of such award shall be paid to the Seller and applied to the purchase price. Should such condemnation occur after delivery of the deed and before the purchase money mortgage is paid in full, eighty (80%) per cent of such award, up to but not to exceed the balance due, shall be applied to the payment of the purchase money mortgage.

## IX

From the date of this Agreement to the date the deed is delivered, the Purchasers shall have the right to go upon the premises for the purpose of making surveys, borings, topographical maps and other preliminary studies but they shall not have the right to do any road grading or other construction work until the deed is delivered.

## X

Upon the completion of the grading of the streets in the subdivision, the Purchasers shall convey said streets to the County of Greenville and the Seller agrees to release from the lien of his purchase

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