

6. It is agreed by the parties that time is of the essence of this Contract, and that in the event the Buyer defaults in the payment of any payment hereunder when due or fails to comply with any other terms or conditions hereof and such payment remains in default or other non-compliance continues for a period in excess of thirty (30) days, the Seller may, at his option, declare this Contract null and void; and, in the event of such default and the exercise of said option, any payments made under the terms of this Contract shall be deemed rent, and the Seller shall be forever discharged in law and in equity from making any conveyance hereunder and from all of the obligations hereunder, and the Buyer shall thereupon be deemed and treated as a tenant holding over after the termination of a lease. In such event, all improvements made upon or placed upon the subject premises by the Buyer shall become a part of said real estate and shall not be moved or altered without the written consent of the Seller.

7. It is agreed by the parties that this Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties.

8. It is agreed by the parties that payments to be made hereunder by the Buyer to the Seller shall be made at the Seller's office at 305 Seven Oaks Drive, Greenville, South Carolina.

9. The Buyer agrees to accept the above described property as it presently stands subject only to ordinary intervening wear and tear from reasonable use and the elements.

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 10. It is agreed that possession of the above described real property shall be delivered by the Seller to the Buyer upon the execution of this Contract by both parties hereto. The Buyer may use, occupy and possess said premises during compliance with the terms hereof, but if default of any covenant, condition, term or agreement contained herein shall be made by the Buyer, and the Buyer is permitted to remain in possession of the premises, the Buyer shall be considered to be a tenant of said premises from month to month and shall be entitled to only such notice to vacate as is provided for by law, and such notice to vacate shall be deemed to be a declaration of the termination of this Contract.

11. It is agreed by the parties hereto that should the Seller bring suit against the Buyer to enforce this Contract on any of its terms, the Buyer shall pay a reasonable attorney's fee and all other expenses necessarily incurred by the Seller in connection therewith.

12. The waiver by the Seller of any covenant, condition, term or agreement contained herein shall not vitiate the same or any other covenant, condition, term or agreement contained herein.

13. It is agreed by the parties hereto that until the full performance of this Contract by both parties, the Buyer shall not and will not suffer or permit any mechanic's lien or other lien to attach to or be against or upon the property aforesaid which shall or may be superior to the rights of the Seller.

14. It is agreed that the Buyer shall not transfer or assign this Contract or any of his interest herein, and no transfer or assignment hereof shall be made by the Buyer without the prior written consent of the Seller. Any such transfer or assignment, without such prior written consent, shall not vest in the transferee or assignee any right, title or interest herein or in said premises, but shall render this Contract null and void, at the election of the Seller.

15. The Buyer shall use said premises well and keep same in good repair, at the expense of the Buyer, and shall not commit waste thereon, and, in the event of any breach by the Buyer and reentry by the Seller, shall deliver said premises to the Seller in as good condition as same are now in, ordinary wear and tear from reasonable use and the elements excepted.

16. It is agreed that the Buyer shall at all times use and maintain said premises in accordance with all laws, ordinances and regulations of the United States of America, the State of South Carolina and County of Greenville.

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