- 3. The City and County agree that they shall convey to the purchaser a good warranty deed to said property, free of encumbrances, liens, or assessments, on payment of the total purchase price above provided for.
- 4. This agreement is to be closed on or before July 1, 1973.

  Possession of the premises shall be given at time of such closing. A

  Deed shall be delivered upon fulfillment of all the terms and conditions of this agreement.
- 5. Purchaser shall commence payment of taxes upon the receipt of a Deed for the premises.
  - 6. Time is of the essence.
- 7. In the event of default by the <u>purchaser</u> in any of the terms or conditions hereof, the <u>City</u> and <u>County</u> shall take title to any improvements placed by the <u>purchaser</u> on the premises, after crediting the <u>purchaser</u> with an amount equivalent to the then fair market value of such improvements.
- 8. Payments shall be due and payable on or before the due dates shown hereinabove at the office of the Resident Engineer, Donaldson Center, Donaldson Road, Greenville, S. C., 29605. Upon purchaser's default, all payments are forfeited.
  - 9. <u>Purchaser's</u> rights, title or interest under this agreement shall not be assigned, sold, or otherwise transferred or disposed of without the prior consent of the <u>City</u> and <u>County</u>.
  - and rights which may arise for waste and damages of whatsoever nature resulting by reason of the <u>purchaser's</u> use or possession of the premises prior to delivery of a Deed to the premises.
  - 11. The <u>purchaser</u> shall have the right to connect to any existing utility systems upon the prior approval by the <u>City</u> and <u>County</u> of <u>purchaser's</u> plans and specifications for such connections and systems.
  - 12. Due notice to any or all parties shall be respectively given in writing at:

( Continued on next page ) .