

(7) When the deed, note and mortgage are executed and delivered, the seller shall be responsible for deed preparation and deed stamps. All other closing costs shall be the responsibility of and paid by the purchaser.

(8) It is acknowledged and agreed that the purchaser has the option to make payment of the additional sum of Five Thousand (\$5,000.00) Dollars and obtain the deed in exchange for the purchase money Promissory Note and Mortgage prior to the expiration of one (1) year from the date of this Agreement. Furthermore, the purchaser shall have the right at any time, whether during the initial one (1) year period or during the latter four (4) year period during which time seller is financing this purchase, to prepay this obligation in full or in part without any penalty whatsoever.

(9) If the monthly payment as specified herein, or any portion thereof, shall be in arrears or delinquent for a period of thirty (30) days or more, or in the event of any breach of any of the other conditions, terms or covenants contained in this agreement during said initial one (1) year period, the seller, may at his option declare the entire remaining principal balance with any accrued interest due and payable immediately, or in the alternative, at his option, may terminate this agreement and re-enter and re-take possession of the premises, in which event all sums previously paid by purchaser to seller shall be forfeited and considered as liquidated damages for rent of the premises. Furthermore, the seller may have the right to institute any proceeding provided by law or equity to enforce the payment of the full purchase price together with all costs, expenses and reasonable attorney fees. After the deed, note and mortgage have been executed, delivered and recorded, the rights, duties, privileges and responsibilities of the parties hereto shall be as set forth in said documents, with the seller having the right to enforce payment in accordance with the statutory and judicial provisions as to the foreclosure of mortgages in effect at the time of default.

(10) In the event that the seller shall breach or become in default in any of the terms and conditions of this agreement, the purchaser may likewise enforce its rights under this Contract by legal proceedings, if necessary, with any costs or expenses including reasonable attorney fees incurred to be paid by the seller, if he is at fault.

(11) It is acknowledged by all parties hereto that there is a real estate commission due and payable by seller to Century 21 - Bentley, Case and Bryan Realty of Mauldin, S.C. in the amount of ten (10%) percent of the

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