It is further agreed that the payments above mentioned are to be made to the Bank of Greer, Greer, South Carolina, until the deed is delivered and the note and mortgage executed as herein stipulated.

It is further agreed that the said James M. Crain is to keep the buildings located on said property preserved and in a good state of repair and in a tenantable condition, and is to make all necessary and proper repairs to said property at his expense.

It is agreed that time is of the essence of this contract, and if the said James M. Crain should default in any payment or payments for a period of ninety (90) days, or should he fail to pay the taxes and insurance premiums as herein indicated, at the option of the said Shelton J. Rimer, he, the said Shelton J. Rimer, shall be discharged in law and equity from all liability to make said deed, and may treat the said James M. Crain holding over after termination, or contrary to the terms of a lease, and shall be entitled to claim and recover, or retain if already paid, any amount paid on the contract as rent or by way of liquidated damages, and/or may enforce payment of said note.

In witness whereof, we have hereunto set our hands and seals this 10th day of March, 1950.

In the presence of

Shelton J. Rime

Land & Mooler

Caroline es matiney

James M. Crain

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE

Personally appeared before me <u>Cataline Windley</u>, who, after being duly sworn, says that <u>s</u> he saw the within named Shelton J. Rimer and James M. Crain, sign, seal, and as their act and deed, deliver the foregoing instrument for the uses and purposes therein mentioned, and that <u>s</u> he with <u>Liavel E.</u> <u>Wooten</u> witnessed the execution thereof.

(SEAL)

Caroline ru. m. Kenney

Sworn to and subscribed before me this 10th day of March, 1950,

Notary Public for South Carolina