

determined, and said instrument shall be forthwith null and avoided, and such payments as may have been by said Purchaser theretofore paid shall be retained by said Owner in full satisfaction and as liquidated damages by said Owner sustained, and in such event the said Owner shall have the right to re-enter and to take the possession of said premises without the necessity of application to any Court, the said Purchaser hereby expressly waiving any and all notice or service of process as may be required by the statutory or common law of this State. Any and all improvements, whether finished or unfinished, placed upon said premises by the Purchaser shall upon said breach and forfeiture belong to said Owner without liability or obligation to account to said Purchaser for any part thereof.

(4) That in the event his agreement shall be declared null and void by the Owner on account of any default, breach or violation by the party herein called the Purchaser, the same shall become null and void and be so conclusively determined by the filing by the said Owner of a written declaration of forfeiture herein in the R.M.C. Office, Greenville County, South Carolina.

(5) It is expressly understood that the remedy of forfeiture herein given to the Owner shall not be exclusive of any other remedy, but that said Owner shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement and by law or equity, and shall have the right to maintain and prosecute any and every such remedy.

It is mutually agreed that the time of payments shall be of the essence of this agreement; and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their respective hands and seals in duplicate this day and year first above written.

In Presence of:

[Signature]

L. L. Rogers
as to Owner

[Signature]

Avery Thomas
as to Purchaser

[Signature] (LS)
Witness

[Signature] (LS)
Purchaser