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closing and providing for interest from the date of the said note and mortgage at five per cent (5%) to be paid annually. Said note shall also provide that the maker shall have the right to pay all or any part of the principal of said note at any time by giving to the holder of said note 30 days written notice of his intention to pay same or a part thereof.

The Seller agrees that upon payment of the cash portion of the purchase price and upon execution and delivery to the Seller by the Purchaser of the note and purchase money mortgage referred to above, she will execute to the Purchaser a general warranty deed conveying to the Purchaser, or such person or persons as he may designate, with taxes and rents, if any, to be prorated as of the date of closing of said sale and with possession of the premises to be given to the Purchaser on the date of said closing, the above described property, subject to any existing rights of way now of record.

The above described property is presently zoned under the zoning regulations of the City of Greenville, S. C., for residential use and the building restrictions on said property presently prohibit its use for business or commercial purposes. It is a specific condition of this contract of purchase that unless the Seller is able prior to December 31, 1958, to obtain a change in the zoning regulations so as to permit this lot and lots 7 and 8, lying Southwest of and adjacent to lot 6 on the plat above referred to, to be used for Commercial "E" purposes under the City of Greenville Zoning Regulations and also causes the building restrictions on said lot and the said lots 7 and 8 referred to above, removed so as to permit this lot and lots 7 and 8 to be used for Commercial "E" use under the zoning regulations of the City of Greenville, S. C., then the Purchaser's obligation to purchase shall cease and terminate and said Purchaser shall be freed and discharged from all obligations and covenants herein contained.