

3.

The Seller agrees that she will use her best efforts in having the property above described and lots 7 and 8 adjacent thereto, rezoned for Commercial "E" use under the zoning regulations of the City of Greenville, S. C., and will also take whatever legal steps are necessary prior to December 31, 1958, to have any and all building restrictions removed from said property described above and on the adjoining lots 7 and 8, so as to permit this lot and lots 7 and 8 to be used for commercial purposes.

It is further agreed that in the event this sale is completed as provided herein, the deed to the purchaser conveying the above described lot and the deed from the seller conveying lots 7 and 8 on the plat referred to above shall each provide that no building shall be constructed on either of said lots nearer than 200 feet to Wade Hampton Boulevard.

It is understood that the Purchaser has this date deposited with the Citizens and Southern National Bank of South Carolina (Greenville, S. C., Branch) the sum of \$2,000.00 to be held by said Bank in its escrow account. Should the said Bank be notified by the Purchaser and the Seller on or before December 31, 1958, that this sale has been completed and a deed has been delivered to the Purchaser covering the above described property, then said Bank is authorized to deliver and pay over the said \$2,000.00 escrow fund to the Seller; otherwise, this \$2,000.00 will be refunded to the Purchaser at any time after December 31, 1958, upon his making demand therefor.

TO THE FAITHFUL PERFORMANCE OF THESE COVENANTS, the parties hereunto bind themselves, and their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto

RAINEY, FANT,
BRAWLEY & HORTON
ATTORNEYS AT LAW
GREENVILLE, S. C.

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