

price is paid, with interest on same from maturity or default at three (3%) per cent, per annum, to be computed and paid annually, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then the sum equivalent to ten (10%) percent as attorneys fees, as if shown by the purchaser's note of even date herewith. The Purchasers agree to pay all taxes on the described premises while this Agreement and this Contract are in force.

The conditions in the aforesaid warranty deed are that the property is subject to and covered by the liens of two mortgages, the first mortgage, in the principal amount of \$1200.00 being now held by Thomas Edward Smith, Route 6, Greer, S.C., and the second mortgage or junior mortgage of \$2800.00 being held by Coy A. Campbell and W.H. Ingram. Both mortgages cover the entire ninety-six (96) acre tract now owned by the Seller. The two mortgages are being liquidated by periodic payments. It is anticipated that both mortgages will be paid, satisfied and cancelled before the maturity of this Contract. In said event the aforesaid warranty deed will contain no conditions but should the mortgages, either one or both, be not discharged as of said date then said warranty deed shall provide that the property is subject to the terms and conditions of said mortgages or mortgage not discharged at that time.

It is agreed that time is of the essence of this Contract and Agreement, and if the said payments are not made when due the Seller shall be discharged in law and equity from all liability to make said deed and may treat the said purchasers as tenants holding over after termination, or contrary to the terms of any lease and shall be entitled to claim and recover, or retain if already paid, all sums pursuant to this Contract for rent, or by way of liquidated damages, or may enforce the payment of said note. The Seller hereby agrees that if this Contract is terminated for the non-payment of the payments required hereunder that she will convey to the Purchasers not less than Five (5) Acres of the Twelve Acres, plus an additional Two (2) Acres of the Twelve

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