

on the property, in the customary form of mortgages used in Greenville County.

It is understood and agreed that the Sellers hereby constitute and appoint, A. F. Burgess, of the City of Greenville, S. C., their irrevocable attorney-in-fact with full power and authority to release the lots from the mortgage on the substitution of the collateral in accordance with this agreement.

It is understood and agreed that the interest of the Seller, Doris Coleman Vaughn, is prely by way of dower as the wife of the Seller, R. E. Vaughn, and that except for her dower interest she has no right, title, interest in, or lien upon any of the property contracted to be sold under the terms of this agreement.

It is understood and agreed that time is of the essence of this agreement and upon failure of the Purchasers to pay any installment when due or to comply with any of the terms and conditions of this contract or the note and mortgage to be executed thereto, or upon its failure to pay taxes when due, Sellers may at their option declare the entire balance due and payable or may terminate the contract, retaining all sums paid as liquidated damages, and the Purchaser shall have no further interest therein.

It is understood and agreed that this contract shall be binding on the parties hereto and their respective heirs, executors, administrators and successors and assigns.

This contract is conditioned upon the fact that the property line between the properties of the Seller, T. C. Vaughn, and the Seller, R. E. Vaughn, is contiguous and that there is no intervening property between them and that said property line extends from the middle of Richbourg Road to the middle of Howell Road and that the property of each Seller borders on Howell Road and extends to the center of Howell Road so that there will be access to the property not only from Richbourg Road and Old Spartanburg Road but also from Howell Road.

It is understood and agreed that although possession of the property is to be given to Purchaser by Sellers upon making the down payment of \$54,500.00 hereinabove referred to, Purchaser may, nevertheless,

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