

the said S & M by R & G, ~~(and as long as there is any balance due on the mortgage and note held by Mary Sue Peterson,)~~ any proceeds due R & G shall be first applied directly to the notes held by S & M and ~~next held and applied on the next installment due on the note and mortgage of Mary Sue Peterson.~~ When notes held by S & M and the note and mortgage held by Mary Sue Peterson have been paid in full, the Trustee is thereafter to make disbursements to R & G directly for their share of any funds in his hands.

IV. Robinson & Gaffney (sometimes referred to herein as R & G), Realtors, of the City of Greenville, South Carolina, a partnership, shall have the exclusive sales rights on all lots in said subdivision for as long as the partners thereof cooperate fully in the pursuit of the firm's business, or for a period of three (3) years from the date of this agreement, whichever shall be shorter. The said Robinson & Gaffney shall be paid upon the completion of each sale out of the first monies coming into the hands of the Trustee, a commission of ten per cent (10%) on each lot sold. The said R & G, on their part, agree that they will:

(a) Appraise each lot and recommend selling prices to the owners;

*omit* (b) Handle and pay all advertising and promotion costs involved in the sale of the lots;

(c) Furnish contracts of sale and execute such contracts in the name of the Trustee;

(d) Furnish to each purchaser as a part of the contract of sale or otherwise, copies of restrictions applicable to the subdivision; and

(e) Accept and be responsible for cash payments made by the respective purchasers on account of their purchases.

V. R & G agree that if for any reason a sale of any lot on which a deposit has been made to them by the purchaser is