

5. Upon payment of all sums due and payable to the Sellers under the terms of this contract, the Sellers shall execute and deliver to the Buyer, or his assigns, a good fee simple warranty deed to the above described property, conveying the same free of all liens and encumbrances except for Greenville County property taxes, utility rights of way and easements in blanket form, utility and drainage easements shown on the recorded plat, restrictive covenants applicable to LYNNDALE SUBDIVISION of public record, and to any relevant zoning ordinances. The Sellers shall pay the cost for the preparation of the deed and documentary stamps thereon. All other costs shall be paid by the Buyer.

6. In the event the Buyer fails to pay the Greenville County property taxes, sewerage inspection fee or annual assessment to Lynndale Community Corporation within the time the same shall become due, then the Sellers may at their option pay the same and add the cost of such payment to the principal balance due under the terms of this contract, to be and become collectible as a part thereof and subject to the interest hereinabove provided, or, in the alternative, declare this contract breached and proceed as hereinafter provided.

If the Buyer shall fail to observe or comply with any of the terms or conditions contained in this contract on the part of the Buyer to be performed, and if such default or defaults shall continue for a period of ten (10) days after notice from the Sellers, then and in such event, the Sellers may declare this contract breached and terminated and immediately take possession of the premises hereinabove described without the necessity of further legal proceedings of any kind whether by way of foreclosure or otherwise. In such event or events, all payments theretofore made by the Buyer shall be retained by the Sellers as rental for the demised premises, non-refundable to the Buyer. In the alternative, the Sellers may declare due and payable the entire unpaid balance hereunder and in the event of such election, the Sellers may have all other rights and remedies provided for by law to the Seller of land a written contract against a buyer thereof who is in default.

7. All words used in the singular shall be construed to include the plural wherever applicable and all words used in the masculine gender shall include the feminine wherever applicable.

The terms and conditions contained herein shall inure to the benefit of and become binding upon the undersigned parties, their heirs, assigns, successors, executors and administrators. This contract contains the entire agreement between the parties herein and may not be changed orally. This contract shall be construed in accordance with the laws of the State of South Carolina. Any notice herein required to be given may be given by written notice transmitted by regular United States mail, addressed to the last known mailing address of the applicable party.

IN WITNESS WHEREOF, the Sellers and Buyer have caused this agreement to be executed this 13 day of June, 1969.

IN THE PRESENCE OF:

Sarah Harmon  
Harley Chapman

L. H. Tankersley (LS)  
L. H. Tankersley  
By Sarah Harmon (LS)  
P. D. Tankersley  
SELLERS

State of South Carolina  
County of Greenville

Jerry Cunningham (LS)

Personally appeared the undersigned and made oath that he saw the above contract and that he with Sarah Harmon witnessed the execution thereof.

Born to before me this 5 day of November, 1969

Bernice Ward Semblair  
Notary Public for South Carolina

Harley Chapman

Recorded November 14, 1969 At 11:27 P.M.  
# 151107