

It is agreed that time is of the essence of this contract, and if the said payments are not made when due or insurance is not obtained in accordance with the provisions of this contract, the sellers shall be discharged in law and equity from all liability to make said deed, and may treat said Henry H. Nichols and Helen M. Nichols as tenants holding over after termination, or contrary to the terms of their lease and shall be entitled to claim and recover, or retain if already paid the sum of Eight Hundred and no/100 (\$800.00) Dollars per year for rent, or by way of liquidated damages, or may enforce payment of said note.

It is expressly understood by the parties to this agreement that there is existing on the above described premises, a mortgage in favor of Travelers Rest Savings and Loan Association which the sellers will satisfy prior to execution and delivery of the aforementioned deed to the purchaser.

In witness whereof, we have hereunto set our hands and seals this 6th day of April A.D., 1970.

In the presence of: Hubert M. Mull (SEAL)

Maryath W. Mull (SEAL)

Helen M. Nichols (SEAL)

Henry H. Nichols (SEAL)

STATE OF SOUTH CAROLINA)
GREENVILLE COUNTY)

PROBATE

PERSONALLY APPEARED, Kenneth C. Porter who says on oath that he saw the aforesaid sellers and purchasers sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that he with ~~James Jones~~ ^{Tom Polson} witnessed the same.

SWORN TO before me this 6th day of April A.D., 1970.

[Signature]
Notary Public, S.C.
My Commission expires: 1-1-71

Recorded April 7th, 1970 at 8:51 A.M. #21528