

THAT LIKEWISE, IF SELLER BE UNABLE TO CONVEY TO PURCHASER FEE SIMPLE, MARKETABLE TITLE TO SAID PREMISES THEN SAID FIFTEEN HUNDRED (\$1500.00) DOLLARS CASH DEPOSIT SHALL BE RETURNED TO PURCHASER AND POSSESSION OF THE PREMISES SHALL BE RETURNED TO SELLER AND THIS CONTRACT DECLARED NULL AND VOID.

IT IS FURTHER AGREED THAT PURCHASER SHALL GIVE LEHMAN A. MOSELEY, JR., AT LEAST TWO DAYS NOTICE PRIOR TO THE COMPLETION OF HER PART OF THE CONTRACT IN ORDER THAT ADEQUATE RECORDS MAY BE OBTAINED FROM C. DOUGLAS WILSON REGARDING THE MORTGAGE BALANCE AND IN ORDER THAT DEED MAY BE COMPLETED AND TITLE EXAMINATION COMPLETED, IF DESIRED.

THAT UPON CONVEYANCE OF TITLE TO SAID PREMISES THE SELLER AGREES TO TRANSFER THE ESCROW BALANCE TO PURCHASER, ALONG WITH THE HAZARD INSURANCE POLICY.

IT IS FURTHER AGREED BY THE PARTIES THAT SHOULD ANY LEGAL ACTION TO INFORCE THIS CONTRACT BE NECESSARY THAT THE PARTY AGAINST WHOM SAID ACTION IS BROUGHT SHALL BE LIABLE FOR ALL ATTORNEY FEES IN CONNECTION WITH THE LEGAL ACTION; THAT THIS AGREEMENT ONLY COVERS FEES WHICH ARE INCURRED AS A DIRECT RESULT OF INFORCING THE TERMS OF THIS CONTRACT AND DOES NOT INCLUDE ANY ACTION WHICH IS NOT MENTIONED AS TERMS HEREIN.

FOR AND IN CONSIDERATION OF THE ABOVE PREMISES THE PARTIES HERETO WARRANTS AND DEFENDS THEMSELVES, THEIR SUCCESSORS, HEIRS, EXECUTORS, AND ADMINISTRATORS OR ASSIGNS AND FOREVER WARRANTS, DEFENDS AND SECURES THEIR HEIRS SUCCESSORS AND ASSIGNS, ALL AND SINGULAR, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM SAID PREMISES OR ANY PART THEREOF AND ANY ONE CLAIMING ANY RIGHT TO THE PREMISES DESCRIBED IN THIS CONTRACT.

THAT PAYMENT OF THE FIFTEEN HUNDRED (\$1500.00) DOLLAR BALANCE BY PURCHASER SHALL BE BY CERTIFIED CHECK.

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J.P.B.
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