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4. In consideration of the covenants and agreements on the part of the Sellers, the Purchasers agree to purchase said property and to pay the purchase price, interest, taxes and insurance in the manner stipulated above.

5. Time is of the essence of this agreement, and upon the failure of the Purchasers to make any payments under this Agreement when due, the Seller may immediately declare this contract terminated, retain all sums paid hereunder as rent and liquidated damages, and be entitled to immediate possession of the premises as in the case of a defaulting tenant at will. In the event this contract is placed in the hands of an attorney for collection, the Purchasers agree to pay a reasonable attorneys' fee together with all costs of collection.

IN WITNESS WHEREOF the parties hereto have set their hands and seals at Greenville, S. C., this 12<sup>th</sup> day of August 1972.

In the presence of:

*John S. Checos*  
*Bessie J. Thackston*

*Janette H. Case*  
*Kate Vaughan* (LS)  
*Richard H. Case* (LS)  
*Daniel P. Giggis* (LS)  
*Urdine Giggis* (LS)  
Sellers

\_\_\_\_\_  
*Kate Vaughan* (LS)  
Purchasers

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned and made oath that (s)he saw the above named parties sign, seal and as their acts and deeds deliver the foregoing contract, and that (s)he with the other subscribing witness witnessed the execution thereof.

Sworn to before me this  
12<sup>th</sup> day of August 1972.

*John S. Checos* (LS)  
Notary Public for South Carolina  
Commission expires 8-4-79.

*Bessie J. Thackston*

Contract for sale of Real Estate recorded  
Sept. 26, 1972 3:23 P.M. # 9260

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0380

TO RETURN TO THE OFFICE OF THE CLERK OF THE SUPERIOR COURT FOR THE COUNTY OF GREENVILLE