

days or if any other condition herein is breached by the Purchaser, the Seller has the right, privilege and option to declare this Contract null and void; and any monies paid in compliance herewith are to be considered liquidated damages and as rent for the premises herein.

6. Upon complete compliance by the Purchaser, of all terms as stated herein, the Seller will convey to the Purchaser by general warranty deed a fee simple title to the within described property.

7. It is further understood by and between the parties that time is of the essence.

8. In the event the Purchaser herein occupies the premises prior to May 1, 1973, the payments due the Seller will be pro-rated from the date of occupancy to May 1, 1973 when the first regular payment as recited hereinabove shall become due and payable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of April, 1973.

WITNESSES:

S. Gray Walsh  
W.D. Goeppe

Jerry D. Phillips (SEAL)  
Jerry D. Phillips, Seller

Curtis Leon Finney (SEAL)  
Curtis Leon Finney, Purchaser

State of South Carolina }  
County of Greenville }

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that she saw the within named Jerry D. Phillips, Seller, and Curtis Leon Finney, Purchaser, sign seal and as their act and deed deliver the within Agreement, and that she with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 13th day of April, 1973.

W.D. Goeppe

S. Gray Walsh (SEAL)  
Notary Public for South Carolina  
9/2/79

*Cancelled*  
*Donnie S. Lumbertley*  
*RMC*

Agreement Recorded April 13, 1973 at 4:11 P. M., # 29165