

the said property by good warranty, deed, free of encumbrances or liens upon payment of the purchase price.

(3) The owner agrees to insure the improvements located on Lot 3, Block 1, Sheet P 12, in such amount as deemed appropriate by the owner, and the contractor agrees to reimburse the owner for that portion of the insurance premium incurred as a result of the increased value of said property by reason of the improvements.

(4) This transaction is to be closed on or before ninety (90) days from the date of the execution of this agreement, with taxes and rentals (if rented) to be pro-rated to the date of closing. Possession of the premises to be given upon execution of this agreement.

(5) Time is of the essence of this contract, and this contract embodies the entire agreement between the parties. In the event that the contractor is unable to comply with the terms of this contract in any manner whatsoever, and specifically is unable to pay to the owner the sum of \$11,000.00 on or before ninety (90) days from date in order to close this transaction, or upon his failure to do so for any reason whatsoever, including his failure to obtain a loan on said property, it is specifically agreed between the parties that the contractor shall not have any claim whatsoever against the owner or the property described, and hereby waives any or all rights to mechanics liens or other liens that he might otherwise have by reason of the premises, and further hereby releases the owner and the property from any such claims that he might otherwise have.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

2 day of May, 1973.

WITNESS:

Arthur H. Walsh  
S. Maurice Ashmore

Georgia Bailey Hill (SEAL)  
Georgia Bailey Hill, Owner

Elmer Eugene Fletcher (SEAL)  
Elmer Eugene Fletcher, Contractor

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw Georgia Bailey Hill, Owner, and Elmer Eugene Fletcher, Contractor, sign, seal and as their act and deed deliver the within written agreement and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 2 day of May, 1973

S. Maurice Ashmore (SEAL)  
Notary Public for South Carolina  
My commission expires: 4-7-79

Arthur H. Walsh

Agreement Recorded May 3rd, 1973 at 9:47 A. M. #31284