

shall not move from the premises any improvements thereon or make any major additions to the same without the approval of the undersigned during the term of this agreement.

10. Should the said GEORGE E. BIEDIGER fail to pay when due any monthly payment as above specified and if such default shall continue for a period of Ten (10) days thereafter; or if the said purchaser shall at any time during the life of this agreement fail in the performance of, or permit the violation of any of the covenants, conditions, terms and provisions of said agreement which on the part of the purchaser are or ought to be observed, performed and fulfilled or during the term of this agreement, shall be adjudicated a bankrupt or make a general assignment for creditors or take the benefit of any insolvency act, or if a permanent receiver or trustee be appointed for his properties, then, and in any of said events enumerated above, the undersigned may at his option on Five (5) days notice in writing forthwith terminate this agreement and the same shall automatically cease and determine at the expiration of the Five (5) day period, and it shall be lawful for the undersigned at his option to enter said premises or any part thereof, and to have, hold, repossess and enjoy the same and the undersigned shall have the right to recover the said premises and to remove all persons therefrom by summary proceedings or by any action or proceeding, any notice required by statute now or hereinafter enforced being expressly waived by the said purchaser. Further, the undersigned shall have the right to retain by way of liquidated damages any and all monthly payments previously paid by the said GEORGE E. BIEDIGER to the said JAMES B. TANKERSLY it being agreed that said payment shall in such event be declared to represent a fair rental for the said premises during the time the same is in the possession and control of the said GEORGE E. BIEDIGER.

11. During the term of this agreement, the purchaser shall pay for all water and utility services used upon said premises and shall keep in a state of good repair the hot water heater, furnace, electrical system, cooling units, if any, presently upon said premises, replacing the same with units of comparable value when and if the same become worn out and obsolete. It is the intent of this agreement that the purchaser shall maintain the improvements upon said premises in a constant state of good repair, including periodical painting of the premises and replacing and repairing any damaged portion thereof. It is further understood, that the said JAMES B. TANKERSLY does not make any express warranties as to the condition of said premises and that the purchaser accepts the same in their present condition.

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George E. Biediger
James B. Tankersly

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