

3. Upon payment of the balance of the purchase price hereinabove provided, the Sellers agree to execute and deliver a general warranty deed conveying to Purchaser fee simple title to said property, free and clear of all liens and encumbrances except such easements, restrictions, rights-of-way and zoning ordinances which do not affect the marketability of title or adversely affect the intended use of said property. Property taxes for the year 1975 shall be prorated between the parties as of August 1, 1975, with possession of the premises given to Purchaser on August 1, 1975, and Sellers shall be responsible for furnishing the deed and all documentary stamps affixed at their expense. Sellers further agree that the gas furnace will be satisfactorily repaired and put in good working order and that the gas grill will also be repaired and placed in good working condition and order with the cost of repair and/or replacement for both the gas furnace and gas grill to be borne by the Sellers.

4. Sellers acknowledge that Cothran, Sims and Barker, along with Town and Country Realty Company, are the licensed and authorized real estate agents who negotiated this sale and upon the final closing and transfer of the property described hereinabove, the Sellers agree to pay a brokerage commission of 6 per cent on the aforesaid purchase price, amounting to Two Thousand Three Hundred Eighty-five and No/100 Dollars (\$2,385.00), which is to be divided equally between Cothran, Sims & Barker and Town and Country Realty Company; i.e., One Thousand One Hundred Ninety-two and 50/100 Dollars (\$1,192.50) to Cothran, Sims & Barker and One Thousand One Hundred Ninety-two and 50/100 Dollars (\$1,192.50) to Town and Country Realty Company.

5. The closing of this transaction and the completion of the purchase and payment of the purchase price shall take place at the law offices of Love, Thornton, Arnold & Thomason, 410 East Washington Street, Greenville, South Carolina, and shall occur within thirty (30) days after the Purchaser has sold and consummated the sale of his residence in Spartanburg County, South Carolina and has received the proceeds of sale therefrom to which he is entitled, but in no event will the transaction be closed and consummated any later than August 1, 1976 and <sup>said closing is</sup> further subject to the provisions of Paragraph 9. of this Contract of Sale.

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