

of Three Hundred Twenty-seven and No/100 Dollars (\$327.00) paid by Purchaser directly to the Sellers, up to the date of default as rental for the use and occupation of the premises and as liquidated damages; and in such event, the Purchaser shall immediately surrender peaceful possession of the premises and he shall be liable for any damage or injury to the premises caused by his holding over. Both Sellers and Purchaser shall have the right to enforce the terms of the Contract in accordance with the laws of the State of South Carolina.

9. This Contract is predicated and conditioned upon Purchaser's being able to sell his residence in Spartanburg County, South Carolina at a price that Purchaser deems to be reasonable and representative of the fair market value of said residence. This Contract is further predicated and conditioned upon Purchaser's being able to procure a firm commitment for a conventional mortgage loan to be secured by a first mortgage on the real property described hereinabove in the amount of Thirty-one Thousand Two Hundred and No/100 Dollars (\$31,200.00) or such lesser sum as Purchaser accepts, with interest not to exceed 9 per cent per annum. If, after making every reasonable effort, Purchaser is unable to procure such commitment within thirty (30) days after the sale of his home in Spartanburg County, South Carolina and so notifies Sellers thereof within that time, and if Sellers within a like period of time following the Purchaser's notice, do not procure for Purchaser such a commitment and/or further, if Purchaser has been unable to sell his residence in Spartanburg County, South Carolina, ^{by August 1, 1976} then this Contract shall be null and void and the Sellers under these conditions agree:

- (1) To return Three Hundred Seventy-five and No/100 Dollars (\$375.00) of the earnest money paid down to the Purchaser; and
- (2) To reimburse Purchaser for repairs and improvements that he has made upon the said property, including but not limited to storm doors, storm windows, screens and painting, which sum is not to exceed Five Hundred and No/100 Dollars (\$500.00).

10. This Contract constitutes the entire agreement between the parties hereto relating to the sale and purchase of the real property hereinabove described and supercedes all prior or other agreements and representations in connection with the sale and purchase of said property. This Contract may not be changed, modified or amended, in whole or in part, except in writing, consented to and signed by both Sellers and Purchaser.