

Further, Seller shall not be required to give its consent unless such ultimate purchaser or assignee agrees in writing that such unit will be taken subject to all the terms, conditions, obligations and notices that units purchased from Seller are uniformly subject to; including without limitation the Master Deed and Exhibits for Cedar Lane Centre as recorded.

Centre; provided, however, Seller agrees not to unreasonably withhold its approval. Any and all cash received by Purchaser, in excess of Purchaser's normal selling expenses, shall be applied directly to any remaining balance which may be due to Seller hereunder. Seller agrees, however, to waive or subordinate its rights to receive such monies to the priority of a mortgage from Purchaser's assignee to the Purchaser for a sum not to

exceed twenty (20%) percent of the ultimate sales price of each Unit.

Any conveyance to an ultimate purchaser pursuant to such sale or assignment by Purchaser ~~herein~~ shall not relieve Purchaser of any duty to Seller contracted for herein, and Purchaser shall pay Seller any increase in Seller's expenses

18. Novation by Limited Partnership. Seller agrees that <sup>by any</sup> ~~occasioned~~ Purchaser may assign its rights and duties hereunder to a <sup>such con-</sup> ~~limited partnership~~ of which it will become a general partner <sup>veyance</sup> and upon such assignment it shall be relieved of all obligations <sup>over the</sup> ~~hereunder~~ except as it shall be responsible for the obligations <sup>expenses</sup> ~~hereunder~~ except as it shall be responsible for the obligations <sup>Seller would</sup> ~~of such limited partnership as a general partner.~~ In such event <sup>have in-</sup> ~~the term "Purchaser" whenever used herein shall be deemed to~~ <sup>currred if</sup> ~~refer to such limited partnership unless the context clearly~~ <sup>con-</sup> ~~Provides, however, that the individual endorsers~~ <sup>veyance</sup> ~~requires otherwise of the \$30,000.00 note referred to in Section 2 shall~~ <sup>had been</sup> ~~not thereby be relieved of their liability thereon.~~ <sup>direct to</sup> ~~8.9. Conditions. This Agreement is conditioned as stated~~ <sup>Purchaser.</sup>

below upon and subject to Seller obtaining good fee simple marketable title in and to the Tract, title thereto to be approved by Gaddy & Davenport, Attorneys, and upon Seller being able to obtain and meet all of the terms and conditions of that certain loan commitment in the sum of \$600,000.00 as made by First Federal Savings and Loan Association, Greenville, South Carolina. Should either or both conditions not be met, then Seller, at its option, may on or before November 15, 1973, declare this Agreement null and void. In such event, Seller

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