

2.

premlums, and assessments as set forth above, the Seller agrees to convey the within described property to the Purchasers by fee simple general warranty deed, free of encumbrance or lien, with the exception of utility easements and restrictions which do not affect the marketability of the title and are not regarded as objectionable.

5. Time is of the essence of this Agreement, and upon failure of the Purchasers to make any payment under this Agreement within ten days of its due date, the Seller may immediately declare this Agreement terminated, retain all sums paid hereunder as rent and/or liquidated damages, and be entitled to immediate possession of the premises through Magistrate's Court proceedings as in the case of a defaulting tenant at will. In the event this contract is placed in the hands of an attorney for collection, the Purchasers agree to pay a reasonable attorney's fee together with all costs of collection.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal at Greenville, S. C., this 18th day of December, 1978.

In the presence of:

Dorothy R. Kern (LS)
Seller

John G. Chero Stephen R. Brett (LS)

Dale K. Boerna Edith Brett (LS)
Purchasers

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who, on oath, states that he saw the within named parties sign, seal and as their acts and deeds, deliver the within Agreement and that he, with the other witness, witnessed the execution thereof.

SWORN to before me this 18th day of December, 1978.

Dale K. Boerna (LS)
Notary Public for South Carolina
My Commission expires 4/7/79

John G. Chero

RECORDED DEC 19 1978

at 12:05 PM.

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