

- 7. If the Seller refuses to perform this contract, time being of the essence, all deposits shall be returned to Purchaser on demand and Purchaser shall not thereby waive any right or remedy he may have because of such refusal. Should any payment of any other condition hereof is not made, tendered, or performed by Purchaser as herein provided, then this contract shall be null and void and of no effect and both parties hereto released from all obligations hereunder, and all payments made hereon shall be retained on behalf of the Seller as liquidated damages.
- 8. It is understood and agreed to by all parties that John T. Douglas, Jr. is a Registered Real Estate Broker in the State of South Carolina, purchasing this property in his investment account for a profit and that there is no listing either written, oral, expressed or implied between the Purchaser and the Seller of any other broker. Furthermore, Seller shall have no liability to the Purchaser or his representatives, heirs or assigns for a fee or commission as a result of this transaction.
- 9. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include both genders.
- 10. Special Conditions: Lease and option constitute the entire contract. JTD JBL W. Irby

WITNESSES:

<u>W. Lindsay Smith</u>	<u>John T. Douglas, Jr.</u>
	Seller
<u>Wanda W. Denty</u>	<u>J. Bryan Little, Jr.</u>
As to Seller	Seller
<u>W. Lindsay Smith</u>	<u>Walter Calvin Irby</u>
	Purchaser
<u>Wanda W. Denty</u>	
As to Purchaser	Purchaser

State of South Carolina )  
County of GREENVILLE )

BEFORE ME, the undersigned authority, this day personally John T. Douglas and J. Bryan Little, Jr., Seller, and Walter Calvin Irby Purchaser, who depose and say that they are the individuals described in and who executed the foregoing Contract for the Sale of Real Estate for the uses and purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of January, 19 79. My Commission expires 8-31-87, 19     .

Wanda W. Denty W. Lindsay Smith  
Notary Public

RECORDED JAN 3 1979 at 2:20 P.M. 19743

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