

8. REAL ESTATE COMMISSION: It is understood and agreed that the Seller shall be responsible for all real estate brokerage fees and that the Seller is obligated to Gerald R. Glur for a real estate commission of six (6%) per cent of the above sales price, on \$125,000.00 only.

9. USE AS DAY CARE CENTER: The parties acknowledge that the property is being operated as a day care center under a license from the South Carolina Welfare Department and that such use is a non-conforming use under the Greenville County Zoning Ordinances.

The Buyer agrees to pay the said property in the manner and at the time above set forth, time being declared of the essence of this agreement, and in the event of sixty (60) days default by the Buyer in making any of the payments herein provided for, then, the Seller may take and enjoy any remedy which may be proper in the premises.

This contract is executed by the Buyer with the understanding and agreement that the property herein described has been inspected by the Buyer, or his duly authorized agent, and has been purchased by the Buyer solely as the result of such inspection, and the agreement herein contained, and not upon any inducements, representations, agreement, conditions, or stipulations by any person whatsoever not fully set forth herein, and this contract for deed embodies the entire agreement between the Seller and the Buyer relative to the property described herein and the Buyer acknowledges receipt of a copy of this contract.

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The annual percentage rate of this Contract is nine (9%) per cent.

The Buyer may rescind or cancel this contract without any penalty or obligation and receive a full refund by notifying the Seller within three (3) business days from the date of contract in writing at Tiny Tots Day Care Center, Brushy Creek Road, Taylors, South Carolina.

10. PRORATION OF TAXES AND INSURANCE: The parties agree that the taxes on the property shall be prorated as of the date of closing. The Seller shall be responsible for property taxes from January 1, 1979 to the date of closing on all of the property.

Buyer shall be responsible for property taxes on the large nursery building, gymnasium, land and the house on the right from the date of closing to December 31, 1979.

Seller shall be responsible for the property taxes on the house on the left for the year 1979.

Seller has paid the insurance premiums on all the property through March, 1980. Said insurance shall be transferred to Buyer.

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