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in the original amount of Fifty Thousand and No/100 (\$50,000.00) Dollars on September 28, 1978. The Seller, The Mortgage Holder, and the Purchasers agree that said mortgage will be paid in the following manner: The Purchasers agree to make their semi-annual payments in the amount and on the date described above payable to the Seller and the Mortgage Holder, and the Seller and the Mortgage Holder agree to apply that portion of said payments toward the note and mortgage executed between them on September 28, 1978, as is necessary to comply with the terms and conditions of payment contained in said note and mortgage; in the event that for any reason the Mortgage Holder does not receive payment on the note and mortgage given by the Seller, then in that event, the Mortgage Holder agrees to give the Purchasers written notice of this event and the Purchasers shall have the right to make said payment within thirty (30) days of said notice, and said payment will be given credit on the purchase price due the Seller.

It is further agreed that time is of the essence of this contract, and if the payments are not made when due, the Seller, without notice to the Purchasers, shall be discharged in law and in equity from all liability to make said deed, and may treat said Purchasers as a tenant holding over after termination, and the Seller shall be entitled to claim and recover, or retain, if already paid, all of the down payment and all of the semi-annual payments as and for rent, or by way of liquidated damages; provided, however, that should it become necessary for the balance due hereunder, or any part thereof, to be collected by an attorney or by legal proceedings of any kind, a reasonable attorney's fee shall be added to the balance due hereunder and collected as a part of the principal debt.

It is further agreed that at such time as the above consideration, together with interest, has been paid in full, the Seller will execute and deliver to the Purchasers a general warranty deed to the above described premises, free of liens and incumbrances.

It is further agreed that the Purchasers will pay the 1979 Greenville County Property Taxes and the Taxes for all subsequent years.

It is further agreed that the Purchasers will not cut or harvest any timber on the above described property without first receiving prior written approval from the Seller.

The Seller agrees to pay Ben J. Trammell the sum of \$1,750.00 as the balance due on his real estate commission on April 1, 1980.