

same falls due and prior to delinquency thereof, including instalment payments to Seller(s), taxes, assessments, and insurance premiums, and if such default continues for thirty (30) days after written notice thereof, Seller(s), at his option, may:

(a) Declare a forfeiture of Purchaser's rights hereunder and cancellation of this contract. On such election, all right, title and interest of Purchaser(s) hereunder shall cease and determine, and all payments theretofore made by Purchaser(s) shall be retained by Seller(s) as liquidated damages and as rental for the use and occupation of property.

(b) In lieu of declaring a forfeiture, accelerate and bring an action for the balance of the purchase price remaining due, or for any other relief available in law or equity, including suit to recover any payment or payments made by Seller(s) and repayable by Purchaser(s) hereunder, it being stipulated and agreed that such obligation to repay is a separate and independent covenant of Purchaser(s) hereunder. No action to recover any payment or payments so made by Seller(s) shall constitute waiver by Seller(s) of his right to proceed otherwise with respect to any subsequent default. No waiver by Seller(s) of any default of Purchaser(s) shall be construed as a waiver of any subsequent default.

In case any action is brought by Seller(s) to enforce this contract or any provision thereof, Seller(s) shall be entitled to attorneys' fees in addition to ordinary taxable costs of suit.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate at Greenville, South Carolina on this 13th day of December, 1979.

In the Presence of:

Jerry L. Taylor
Reginald P. Blinn
Jerry L. Taylor
Reginald P. Blinn

Kelcie R. Cunningham
Susan B. Cunningham

PURCHASER(S)

Tommy A. Dodson, Jr.
By: J.A.N. [Signature]

SELLER(S)

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