

all window treatments except draperies in upper right middle bedroom; and sign post in front yard.

10. MAINTENANCE OF PHYSICAL AND MECHANICAL SYSTEMS:

The Lessee-Purchaser agrees during the lease period to be responsible for the repair and maintenance and equipment and structure with the exception of the roof which the Lessor-Seller agrees to maintain.

11. SELLING PRICE: That on or before October 1, 1982, the Lessee-Purchaser is to close on a sale of the above described property. The terms of the sale are to be One Hundred Fifty One Thousand (\$151,000.00) Dollars sale price to be paid in the approximate amounts of Thirty Thousand (\$30,000.00) Dollars total deposit and earnest money, to be paid on or before September 30, 1981; Twenty Seven Thousand Five Hundred (\$27,500.00) Dollars at the time of closing or before October 1, 1982, and the assumption of Seventy Four Thousand (\$74,000.00) Dollars mortgage with Carolina Federal Savings & Loan Association. This being the approximate anticipated balance at the time of closing. The Lessor-Seller agrees to take a 2nd Mortgage for the balance, the terms of the mortgage to be at twelve (12%) per-cent interest for a term of ten (10) years without pre-payment penalty with the terms that if the first mortgage, interest & principal combined, exceeds a fixed rate of One Thousand Two Hundred (\$1,200.00) Dollars a month, then the Nineteen Thousand Five Hundred (\$19,500.00) Dollars second mortgage given by the lessor-sellers to lessee-purchaser shall be paid by purchaser to seller in 180 equal monthly amounts of One Hundred Eight and 33/100 (\$108.33) Dollars at no interest, and that the said 2nd Mortgage will be assumable in the event the Lessee-Purchaser sells the property.

12. BREACHED BY LESSER-SELLER: In the event the lesser-seller breaches this contract and fails to close or furnish marketable title, the lessee-purchaser has the right to recover his Thirty Thousand (\$30,000.00) Dollars deposit and earnest money along with Twelve (12) per-cent interest on the Thirty Thousand (\$30,000.00) Dollar in addition to any and all other remedies he would have at law, this specifically includes the removal of all equipment and fixtures installed, equipment or fixtures in property at this point will remain with property.

*Amks  
D.B.B.  
CB*

*Witness  
CB  
Q.O.*

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