

9. The within described property is made subject to the following restrictive covenants which shall be effective for 10 years from the date of deed:

- i. All improvement(s) on the property shall face Wade Hampton Boulevard.
- ii. All outside walls of said improvement(s) to be brick.
- iii. All plans and specifications to be approved by Winegard Realty and Development Co., Inc.

10. Time is of the essence in this Agreement, and upon failure of the Purchasers to make any payment under this Agreement when due, the Sellers may immediately declare this contract terminated, retain all sums paid hereunder as rent and/or liquidated damages, and be entitled to immediate possession of the premises as in the case of a defaulting tenant at will be summary proceedings in any court of competent jurisdiction in Greenville County. In the event it is necessary to place this contract in the hands of an attorney, the Purchasers agree to pay a reasonable attorney's fee together with all costs.

11. This Bond For Title is subject to the forfeiture provisions contained in the Contract of Sale dated October 23, 1981, between the parties and shall remain subject to the said provisions until March 1, 1982.

12. Possession of said premises will be given Purchasers on March 1, 1982, upon compliance of all terms and conditions as herein set forth.

13. All covenants, agreements, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Greenville, South Carolina, on the date first above written.

IN THE PRESENCE OF:

Walter Elmore

Louise H. Helms (LS)
Louise H. Helms (Seller)

R. J. Winegard

Jesse L. Helms, Sr. (LS)
Jesse L. Helms, Sr. (Seller)

0727

4328 RV-2