#### XII

#### NOTICES

Any notice which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same is personally delivered or is deposited with the United States Postal Service, postage prepaid, to be mailed by registered or certified U. S. Mail, return receipt requested, and addressed to the Seller as follows: W. M. Mason, P. O. Box 81, Greer, South Carolina 29652, and to the Buyer as follows: Community Bank, P. O. Box 6807, Greenville, SC 29606, Attention: W. H. Parks, President; or to such other party by notice in writing as herein provided.

### XIII

### SELLER'S REMEDIES

If the Buyer fails or refuses to comply with the conditions assumed by it or to perform all of it's obligations hereunder, Seller may at his option;

- A. Hold and retain the \$10,000.00 binder as liquidated damages for breaching the contract and rescind and terminate the contract where upon all rights and obligations hereunder shall cease and terminate, or
- B. Enforce this Contract by appropriate action, including an action for specific performance or for damages for breach and retain the \$10,000.00 binder pending the determination of such action.

## XIV

# BUYER'S REMEDIES

If the Seller fails or refuses to perform his obligations hereunder, including furnishing good title and transfer of possession,

20. min M

4328 RV.2

M.

and the second