

5. Seller do hereby convey to the Buyer, Alex Kinlaw, Jr. his heirs and assigns possession of the following described property subject to the terms and conditions mentioned hereinabove and below in this contractual agreement.

All that lot of land situate in County and State aforesaid, fronts the Old Paris Mountain Road, and is near the Paved National Highway, otherwise known as Rutherford or Chick Springs Road, is lot No. 2, in a subdivision of the parcel of land conveyed to H. H. Griffin by Emma Evans, by deed recorded Vol. 111 page 523, and is more particularly described as follows:

BEGINNING at a point on the North side of said old road, 60 feet North West from Fourth Street and runs thence along said old road, N. 18.00 W. 60 feet to corner of Lot. No. 3; thence S. 44.12 W. 140.9 feet to joint corners of Lots 2, 3, 5 and 12; thence along the lone of lot 12, S. 18.31 E. 60 feet; thence along the line of Lot No. 1, N. 44.06 E. 140.4 feet to beginning corner.

This is the same property conveyed to Clarecee <sup>C.R.S.</sup> Shell by Clarence Peters August 12, 1958 recorded in Deed Book 604 at Page 346.

6. Should the Buyer fail to make the monthly installment payment due The Greenville Redevelopment Authority, as mentioned hereinabove Seller will have right to rescind this agreement.

7. Further the failure of the Buyer to make timely payments in accord with the terms of this contractual agreement will cause this contract to be forfeited and any and all consideration received by the Seller shall be deemed to be liquidated damages and reasonable rents and no portion thereof shall be refunded to the Buyer.