

The Seller warrants that all heating, cooling and mechanical equipment will be in proper working order as of April 13, 1984, however, it is the Purchaser's responsibility to verify the lack of the working order of such equipment within ten (10) days from the date of this instrument.

It is expressly agreed by the Seller that Foothills Gallery of Homes shall receive a three (3) percent real estate commission on April 13, 1984, for services rendered in connection with the preparation and signing of this instrument. The Seller further agrees to have the subject property inspected by a bonded pest control firm and to correct any damages found as a result of such inspection and furnish on or before April 13, 1984, a certification from said pest control firm stating that the property is free of termites and other wood boring and destroying organisms.

It is agreed that time is of the essence of this contract, and if the said payments are not made when due, the Seller shall be obligated in law and at equity from all liability to make said Deed, and may treat the Purchaser as a tenant holding over after termination, or contrary to the terms of this contract, and shall be entitled to claim and recover, or retain if already paid, as liquidated damages, all sums already paid hereunder.

When all sums have been paid hereunder, the Deed shall be delivered and the transaction shall be closed at the offices of John W. Howard, III, Greenville, South Carolina. Possession of said premises will be given on April 13, 1984.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 13 day of April, 1984.

WITNESSES:

[Signature]

Barbara Neubaum

[Signature]

Barbara Neubaum

[Signature]
Lou Griffin

[Signature]
Regina P. Cothran

