to remedy such default within ten (10) days after receipt of such written notice, the Seller may declare the Buyers in default and declare the entire unpaid balance immediately due and payable (including principal, interest and sums advanced on the Buyers' behalf under this Bond for Title) and foreclose the interest of the Buyers.

- 6. The Seller agrees that in the event he fails or refuses to comply with his obligations under the term of this Bond for Title, the Seller shall reimburse the Buyers for all purchase monies paid (including, but not limited to, principal, interest, taxes and/or assessments), all title examination costs, survey costs and other expenses incurred by the Buyers in preparing for closing and the Buyers shall have the option of bringing an action for damages of specific performance against the Seller, but without prejudice to the Buyers to pursue any legal or equitable remedy available to the Buyers arisingout of the Seller's default.
- 7. Time is of the essence of this agreement. The words "Seller" and "Buyers" as used herein shall include the masculine and feminine gender, singular and plural, and shall include any persons, partnerships or corporations as the context may require. This agreement contains the entire agreement between the parties and shall inure to the benefit of and become binding upon the Buyers and the Seller, their heirs, assigns, successors, executors and administrators.

IN WITHESS WHEREOF, the parties hereunto have set their hands and seals at Greenville, South Carolina, this \_\_\_\_\_\_ day of March, 1982.

WITHESSES:

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& Snay Walsh

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That (SEAL)
T WALTER BRASHIER, SELLER

Steven ! Hoyes (SEA)

STEVEN C. HAYES, PURCHASER/BUYER

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LORIA W. HAYES, PURCHASER/BUYER

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