

be sold, in absolute and unconditional form.

5. As a condition for any liability of the Assignee to complete the purchase of the option rights herein contracted to be sold, and the payment of the balance due on the \$35,000.00 purchase and sales price, the Optionees covenant, represent and warrant as follows:
- (a) That the Option above referred to is valid and subsisting according to the terms of said Option and is now in full force and effect.
 - (b) There is due on the purchase price of the real estate the subject of said Option, the sum of \$75,000.00, which is due and payable according to the terms of Paragraph 2 of said Option.
 - (c) The Optionees have not exercised said Option or notified the Sellers of the property their intention to exercise the same.
 - (d) That the terms and conditions of said Option have not been altered, amended or modified either verbally or in writing, except as noted on the face of the Option Agreement, a copy of which is attached hereto.
 - (e) A good and marketable title of the nature and quality described in Paragraph 7 of said Option can be obtained by the Assignee or his assigns, prior to the expiration of forty-five (45) days from the date of this instrument. The Assignee or his assigns will conduct a search of the public records of Greenville County, S. C. to determine if a title to the real estate in accordance with the requirements of Paragraph 7 of the Option can be delivered to the Assignee or his assigns.
6. In the event that any of the representations or warranties on the part of the Optionees hereinabove set forth in Paragraphs (a) through (e) can not be complied with, within the time set forth for the exercise of said Option, as set forth in Paragraph 6 thereof, or in the event that the Assignee or his assigns cannot obtain title to the real estate, the subject of said Option, in accordance with the terms of said Option, except for the failure of the Assignee to timely exercise, then the entire purchase price, including the \$1,000.00 earnest money deposit and the \$35,000.00 purchase price, or the balance thereof, shall be refunded by the Optionees to the Assignee and neither party shall have any further liability to the other hereunder, arising out of this contract or otherwise.
7. The Optionees and Assignee shall execute this instrument in triplicate on or before January 16, 1984, otherwise this contract shall be null and void. Furthermore, upon the execution of this contract by the Optionees, the Optionees shall return a fully witnessed, signed and probated copy to the Assignee along with an original signed copy, witnessed and probated of the Option Agreement, dated November 7, 1983 above referred to.