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O.

TO SELLER:

CHARLES R. BATSON, In care of Gaines W. Smith, Esquire 63 Broad Street

Charleston, S. C. 29402

TO PURCHASER:

STEPHEN G. JONES
P. O. Box 10101
Greenville, South Carolina 29603

or to such other address and to the attention of such other person as each of the parties hereto from time to time may specify by notice to the other.

11. MISCELLANEOUS.

- (a) This Agreement shall be construed and interpreted under the laws of the State of South Carolina.
- (b) Seller shall pay the State of South Carolina and County Transfer Tax prior to the recording of Deeds.
- (c) All rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.
- (d) No failure of either party to exercise any power given either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with terms hereof.
- (e) Time is of the essence in complying with the terms,
- (f) This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.
- (g) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (h) Any amendment to this Agreement shall not be binding on any of the parties to this Agreement unless such amendment is in writing and duly executed by all the parties hereto.
- 13. This offer shall be null and void if Optionor(s) has not notified Optionee of Acceptance by no later than 5:00 P.M. on November 7, 1983.
- 14. SURVEY. A current survey of the property shall be provided by Seller within thirty (30) days from the date this Option is signed. Seller vicion.