- (b) The balance of said Thirty-Eight Thousand Seven Hundred Thirty-Seven and 64/100 Dollars (\$38,737.64) in the amount of Twenty Thousand Dollars (\$20,000.00) directly to COX, together with interest at the rate of Nine per cent (9%) per annum commencing May 1, 1978, said principal and interest to be paid by SMITH to COX in the following manner:
- (i) Interest on said amount at the rate of Nine per cent (9%) per annum to be computed and paid quarterly, in advance, commencing May 1, 1978; and
- (ii) At COX's option at anytime between COX's Sixty-Second (62nd) and Sixty-Fifth (65th) birthday, SMITH shall pay to COX the sum of Four Hundred Fifteen and 17/100 Dollars (\$415.17) per month, to be applied first to interest at the rate of Nine per cent (9%) per annum and the balance to principal and to pay said monthly sum of Four Hundred Fifteen and 17/100 Dollars (\$415.17) for Sixty (60) consecutive months until said entire balance is paid. It is understood and agreed that COX's birthday is April 17, 1925.
- and realty in favor of South Carolina National Bank in full, he shall be entitled to a good fee simple marketable title from COX to said realty at which time COX shall be entitled to a purchase money note and mortgage from SMITH evidencing the aforementioned balance of said indebtedness which note and mortgage shall be payable at the rate of Four Hundred Fifteen and 17/100 Dollars (\$415.17) per month, as aforesaid, and commencing at the time COX shall elect as hereinabove provided. The purchase money note and mortgage in favor of COX shall be a first lien on said real estate.
- 4. COX agrees to keep the mortgage above described in favor of South Carolina National Bank current through the April 15, 1978, payment and the condominium fee due on said realty shall be paid by COX through April, 1978. COX further represents and warrants that Greenville County taxes on said property have been paid through the year 1977.

Page 2.

4328 RV-2