

retain the same in satisfaction of rental of the premises and, in such event, the Seller shall be discharged in law and equity from any liability to deliver the aforementioned Warranty Deed, and shall have the right to enter upon and take possession of the premises, excluding the right of all persons who may be occupying the same, without suit or equitable remedy. In the event this Bond for Title is placed in the hands of an attorney for collection, the Buyer agrees to pay a reasonable attorney's fee together with all costs of collection.

7. This Contract and the covenants and agreements hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

8. Seller hereby acknowledges that James W. Fayssoux, Attorney at Law, represents only the Buyer and has given the Seller no advice other than for Seller to have his attorney review this document.

Buyer and Seller hereby acknowledge that James W. Fayssoux, Attorney at Law, has informed them of the possibility that the Lender, Small Business Administration, may consider this transaction a sale and accelerate the aforesaid indebtedness owed to it declaring said loan immediately due and payable.

9. The invalidity or unenforceability of any paragraph hereunder or any portion thereof shall not affect the validity and enforceability of any other provision of this Contract.

10. Time is of the essence of this agreement. The word "Seller" and "Buyer" as used herein shall include the masculine and feminine gender, singular and plural, and shall include any person, partnership or corporation as the context may require.

11. This Contract contains the entire agreement between the parties and any and all prior agreements are merged herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the 2nd day of June, 1983.

IN THE PRESENCE OF:

Beverly C. Hunt
James W. Fayssoux

George E. Bomar (SEAL)
SELLER

B. Robert Coker, Jr. (SEAL)
BUYER

(CONTINUED ON NEXT PAGE)

David C. Waldrep, II (SEAL)
BUYER

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