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Fivethousand dollars (\$5,000.00) on January 1, 1935;
 Twenty five hundred dollars (\$2500.00) on January 1, 1936;
 Twenty five Hundred dollars (\$2500.00) on January 1, 1937
 Twenty-Five Hundred dollars (\$2500.00) on January 1, 1938;
 The balance of the purchase price with all unpaid interest on September 15, 1939.

Interest is to be payable from September 15, 1934, at the above rate.

Each of the instalments of \$625. is to be applied first to the payment of interest at the above rate on the unpaid portion of the purchase price and the remainder is to be applied on account of the principal of the purchase price.

Payments provided herein to be made on September 15, 1934, and October 15, 1934, have already been made and receipt thereof is hereby acknowledged.

3. Upon payment of the sum of \$5,000.00 on January 1, 1935, the Seller agrees to deliver to the purchaser, upon its request, a deed executed by it, with the usual covenants of warranty, conveying a good, fee simple title, free and clear of all encumbrances, of the real estate, rights of way and easements hereinabove described, and immediately upon the execution and delivery of said deed the Purchaser agrees to execute and deliver to the Seller a note secured by a purchase money mortgage for the unpaid portion of the purchase price providing for payment of the principal and interest as above stated. It is agreed that taxes are to be prorated between the Seller and Purchaser as of September 15, 1934. The Seller agrees to pay all stamp taxes on the said deed and the Purchaser agrees to pay all stamp taxes on the note; and if the Purchaser fails to request the delivery of the deed herein described at the time mentioned, the Seller agrees to deliver said deed at any time thereafter that request for such delivery is made to it by the purchaser, provided, however, that at the time of such request all payments of principal and interest then due by Purchaser are paid.

4. It is mutually agreed that the mortgage shall contain a clause granting to the mortgagor an option to tender to the mortgagee on any date when an instalment of principal or interest is payable, a deed conveying the mortgaged property back to the mortgagee, whereupon the mortgagor shall be released from further liability under the mortgage, provided, however, that at the time of the tendering of such deed all prior instalments of principal and interest shall have been fully paid and the instalment due on the date when the deed is delivered is also paid and provided all taxes then due and payable and an apportionment of the taxes for the current year up to the date when the deed is tendered shall likewise be paid, and also provided three months' prior notice of intention to exercise this option shall have been given to the mortgagee; and thereupon the mortgage and mortgage note shall be cancelled and surrendered to the mortgagor, and the mortgagee shall be in no way obligated to reimburse the mortgagor for any expenditures made on the mortgaged premises. It is further agreed that the purchaser shall not request the execution and delivery of a deed at the time the payment of \$5,000 is made, or thereafter, the said Purchaser shall have the right to terminate this contract upon the same terms and conditions stated in this paragraph.

5. It is agreed that from and after the date this contract is executed that the Purchaser will maintain the property herein described in first class condition and will maintain fire, tornado and sprinkler insurance on the property covered by this sale for the benefit of the Seller, for the full amount of the unpaid portion of the purchase price, and that the Purchaser will promptly pay and discharge all taxes and assessments imposed upon the property herein described, except the taxes for 1934 are to be prorated as of September 15, 1934. The Purchaser further agrees that when a deed to the property herein described is executed by the Seller and the mortgage herein described shall be executed by the purchaser that the said mortgage shall provide for the maintenance of the property and insurance and the payment of taxes, as provided in this paragraph.

6. It is agreed that the Purchaser may continue in possession of the property herein described from and after September 15, 1934, the date of the expiration of the present lease.

7. The purchaser agrees that the seller shall have the right, at its option and at its own expense, at any time, to re-locate any of the road ways, rights of way and easements herein described, provided, however, the operations of the purchaser are not interfered with thereby. The purchaser further agrees that the Seller shall have the right at its option and at its own expense to re-locate the site of the pumping station described herein at its own expense; provided, however, the operations of the purchaser are not interfered with thereby; provided further that in the event the rights or options herein above provided for are exercised by the Seller, the Seller agrees to furnish to the Purchaser facilities substantially equal to those herein granted.

8. The Purchaser agrees that on any default by it in the payment of principal or interest or taxes or insurance premiums the Seller may give to the Purchaser sixty days notice of such default and at the end of such sixty day period, if the default shall not have been remedied, the Seller may declare the unpaid portion of the purchase price to be immediately due and payable and it is agreed that in any such event the Purchaser may obtain a release from further obligation under this contract in the manner provided in paragraph four hereof. It is

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