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chains to Spanish Oak on bank of branch; thence up the branch as a line in a Northerly direction to the beginning corner, containing 32 acres, more or less, and being all of the land described in deed recorded in Volume 368 at Page 10, lying South of the Lower Georgia Road;

subject to the following terms and conditions:

(1) The agreed sale and purchase price is \$7,000.00, payable \$2100.00 in cash, the receipt of which is hereby acknowledged, and \$4900.00 by assumption of the balance due on the mortgage held by Roy H. Thomason recorded in Book of Mortgages 409 at Page 35.

(2) The Purchasers are to pay the purchase money mortgage according to its terms until the same is reduced to an amount which the holder thereof will agree to release the eight acres lying north of the Lower Georgia Road. Upon the payment of said mortgage down to the sum of \$4,000.00, the Purchasers agree to attempt to refinance said indebtedness so as to release the 8-acre tract to the Seller.

(3) Taxes for the year 1951 are to be prorated to date of this contract, and all taxes subsequent are to be paid by the Purchasers. Also, fire insurance premiums are to be paid by the Purchasers subsequent to the date of this Contract.

(4) Upon the payment of the mortgage recorded in Volume 409 at Page 35, or upon the Purchasers being able to obtain a release of the eight acres therefrom, the Seller agrees to sell and convey the 32 acres hereinabove described to the Purchasers in fee simple, free of encumbrance or lien.

(5) It is understood that time is of the essence of this Agreement, and should the Purchasers default in the payment of any monthly installments on the mortgage held by Roy H. Thomason, the Seller is to have the right to foreclose this Contract or to institute any other legal proceedings necessary for the protection of his interest in the 8-acre tract of land lying North of the Lower Georgia Road.