

existence of this contract.

Since the first payment is relatively small, the parties hereto agree that time is of the essence of the contract and failure to meet said payments each month shall forfeit said contract, and Seller shall have the right to receive and hold at least Forty-Five (\$45.00) Dollars per month as rent for said premises upon default of making said monthly payments at any time, and the right to declare this contract merely as a rent contract and option to purchase if the Purchasers shall fail to carry said contract out as provided then the Seller, the Party of the First Part, shall have the right to treat the Parties of the Second Part as tenants holding over after the expiration of their Lease, said Lease having been forfeited for non-payment of rent and may eject said Parties of the Second Part by proper legal proceedings as landlord against his tenants.

Upon the payment of said purchase price for said land and premises according to contract, the Seller, the Party of the First Part, agrees to make unto the Buyers, the Parties of the Second Part, a good, fee simple, warranty deed with dower renounced, free and clear from any lien except such liens as the Buyers themselves have created or are responsible for.

It is provided herein that a waiver at any time of any condition herein shall not be construed as a waiver of conditions as they may arise thereafter.

WITNESS Our Hands and Seals this 21st day of February, 1953.

J. M. Burden (SEAL)
Party of the First Part

Helma Smith (SEAL)

Paul R. Smith (SEAL)
Parties of the Second Part

In the presence of:

E. L. Smith
Fannie Smith

The within contract of sale is hereby cancelled and satisfied and the proceeds surrendered to J. M. Burden, this the 7th day of August 1953

Witnesses
J. L. Low
H. W. ...

Helma Smith
Paul R. Smith