

has sold off ten lots on Keith Drive without providing for the extension of said service driveway and the easement for this driveway along the line of lots 2 and 3 may be terminated when a short term mortgage to Fidelity Federal Savings and Loan Co. over lot 2 is paid off in the event Seller has any trouble extending said driveway.

It is understood that the $7\frac{1}{2}$ feet reserved from Lot 4 along the joint lines of lot 4 and Pecan Terrace is reserved for the purpose of widening Pecan Terrace to 50 feet and a like amount will be reserved from Lot 5 for the same purpose when and if Seller disposes of Lot 5 or when Pecan Terrace is deeded to the City.

In consideration for said premises the Purchaser agrees to pay to the Seller therefor the sum of Two Thousand Dollars and 00/100 payable as follows: Twenty Dollars per month in cash on or before the execution of this agreement and the balance of Nineteen Hundred Eight and no/100 Dollars at the rate of Twenty Dollars per month on the 1st of each consecutive month thereafter until paid in full, the unpaid principal to bear interest at the rate of five per cent to be computed and paid monthly. The monthly payments above stipulated to be first applied to interest and the balance to principal.

The Purchaser further agrees that in the event the amount due upon this contract is collected by an attorney or through other legal proceeding to pay the sum of One Hundred Fifty and no/100 Dollars as attorneys fees together with any court costs incidental thereto.

The purchaser further agrees to pay any and all taxes which may be accruing on said property from and after the execution of this agreement.

In the event any monthly payment of the purchase price shall be in arrears and unpaid for a period of thirty days or in the event the Purchaser shall violate any of the terms and provisions of this agreement, upon the happening of either event, this contract shall terminate at the option of the Seller herein and in the event the Seller exercises his option of terminating said agreement, the Seller herein may retain the sum of One Hundred Dollars per year for rent or by way of liquidated damages for breach of said contract by the Purchaser. However, the Seller shall