on the <u>lst</u> day of <u>July</u>, 19 76; the aforesaid equal monthly payments of \$71.65 each are to be applied first to interest at the rate of Six (6%) per centum on the balance of \$10,000.00 or so much thereof as shall from time to time remain unpaid, and the balance of each monthly payment shall be applied on account of the principal balance then due.

- 2) To permit no mechanic's lien or other lien to attach to or be placed against or upon said property; to pay when same become due and owing any and all City, County or State taxes relating to said property; to make no transfer or assignment of this agreement or any interest therein without the previous written consent of the party herein designated as the Owner; and to lease or sub-let no part of said premises without previous written approval and consent of said Owner.
- 3) To keep all buildings at any time on said premises insured at his expense against loss by fire, lightning and tornadoes in an amount not less than \$10,000.00 in companies to be approved by the Owner.

It is expressly covenanted and agreed by and between the parties as follows, to-wit:

- (1) That so long as the payments as above set forth are not in arrears and all of the covenants herein contained remain unbroken, the Purchaser shall have the use and occupancy of said premises.
- (2) That at such time as the Purchaser shall have reduced the remaining balance of the purchase price, including principal and interest, to the sum of \$8,500.00, the Owner, upon written demand of the Purchaser, will forthwith execute to the Purchaser a good, fee simple deed, as above set forth, to said premises, and the Purchaser will simultaneously therewith execute and convey to the Owner by way of real estate purchase-money mortgage, said premises and will execute his certain note in due form of law payable to said Owner providing for payment of the principal balance then due, with interest at the rate of Six (6%) per centum per annum, in equal monthly installments as above specified.
- (3) That in case of the failure of the Purchaser to make any of the payments on interest and principal as above specified, or any part thereof, or

D. A. S.