

WHEREAS the party of the first part did agree to pay unto the party of the second part the sum of SEVEN THOUSAND NINE HUNDRED FIFTY DOLLARS (\$7,950.00) for said real estate, to be paid by an initial payment of FIVE HUNDRED DOLLARS (\$500.00) and the balance to be paid at the rate of FIFTY EIGHT DOLLARS AND FORTY FOUR CENTS (\$58.44) per month; and

That by the terms and provisions of said contract the party of the first part did covenant and agree that in the event of his failure to make the payments as agreed, this agreement could be terminated at the option of the party of the second part, and that all payments theretofore made would then be forfeited to the party of the second part; and

WHEREAS the party of the first part has defaulted in the payments on said purchase price, and that there now remains due and owing on said purchase price the sum of SIX THOUSAND EIGHT HUNDRED SIXTY TWO DOLLARS AND FOURTEEN CENTS (\$6,862.14); and it is now the desire of the party of the first part to waive his rights under said contract of sale, and to assign all of his right, title and interest, in and to said real estate unto the party of the second part and unto the party of the third part, to whom said contract of sale was assigned by the party of the second part.

NOW THEREFORE, for value received, the party of the first part does hereby waive all such rights which he may have under said contract of sale, and does hereby sell, transfer and assign unto the party of the second part and unto the party of the third part all of his right, title and interest in and to the aforescribed real estate.

WITNESS the following signature and seal.

In the presence of:

*E. C. ...*

*...*

*McCajah Minix Jr.* (SEAL)

McCAJAH MINIX JR.

*McCajah Minix Jr.*

2.

PAUL A. HOLSTEIN  
ATTORNEY &  
COUNSELLOR AT LAW  
THE FIRST NAT'L BANK BLDG.  
LEXINGTON, VIRGINIA

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