

5. The Seller also agrees to secure for the Buyer, from the records of the County Agricultural Stabilization and Conservation Committee, aerial surveys of the property when available, all obtainable information relating to allotments and production history and any other information needed in connection with the consideration of the proposed purchase of the property.

6. The Seller further agrees to convey said property to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner and at the time required by the Government, conveying to the Buyer a valid, unencumbered, indefeasible fee-simple title to said property meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; and that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

7. Taxes, water assessments and other general and special assessments of whatsoever nature for the year in which the closing of the transaction takes place shall be prorated as of the date of the closing of the transaction, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of the transaction shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.
(Insert here any different tax agreement)

8. This option may be exercised by the Buyer at any time while the offer herein shall remain in force, by mailing, telegraphing or delivering in person a written notice of acceptance of the offer herein to E.E. Coker, at Rt. 3 Polys in the city of _____, County of _____, State of _____

The offer herein shall remain irrevocable for a period of 90 days months from the date hereof and shall remain in force thereafter until one (1) year from the date hereof unless earlier terminated by the Seller. The Seller may terminate this offer at any time after the _____ months' irrevocable period provided herein by giving to the Buyer ten (10) days' written notice of intention to terminate at the address of the Buyer. Acceptance of this option by the Buyer within ten (10) days after such notice is received by him shall constitute a valid acceptance of the option.

9. Loss or damage to the property by fire or from an act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or he may elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

10. Insert here conditions peculiar to particular transaction.

Buyer reserves right to take ^{first} option on the adjoining 1/4 acre and dwelling herein set aside for Seller at whatever time Seller desires to sell and for Buyer has right of refusal to same. Seller to furnish Buyer with plat and bear cost of survey, deed and stamps
IN WITNESS WHEREOF, the Seller and the Buyer have set their hands and seals this _____ day of _____, 19____

WITNESSES:

Walter Myers
Betty A. Hopkins

E.E. Coker (Seller) (Husband)*
Annie D. Coker (Seller) (Wife)*
J. Doughton Hopkins (Buyer) (Husband)
Betty A. Hopkins (Buyer) (Wife)

* (Indicate marital status of Seller as "married," "single," "divorced," after signature.)

(For use if Seller is a corporation)

IN WITNESS WHEREOF, the Seller has caused its corporate name to be hereunto subscribed by its _____ President,

and its duly attested corporate seal to be hereunto affixed by its _____ Secretary, at _____

State of _____, on the _____ day of _____, 19____

(CORPORATE SEAL)

(Name of corporation)

ATTEST: _____ Secretary

By _____ President.

ACKNOWLEDGMENT

Agriculture-A Prtg Ser-St Louis, Mo-23609