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Grace C. Martin upon presentation of the bills by Seller and Purchasers assume the obligation for all necessary repairs on said property. Purchasers shall have the privilege of removing the house and of excavating the property to conform to the level of property immediately adjoining to the east.

VI.

The Seller covenants and agrees and binds her heirs, executors, administrators and assigns to convey the said property above described to Larry A. and Marjorie C. Dunham, their heirs or assigns, in fee, by a proper deed, with covenants of general warranty, free from encumbrances.

VII.

And upon tender of deed as aforesaid, the Purchasers agree to fully comply with the terms of this contract of sale.

VIII.

The Purchasers agree to assume premiums on fire insurance policies covering said property as of this date and it is agreed that any losses under said policies shall be paid to the Purchasers of said property.

IX.

Upon failure of the Purchasers to comply with the terms of this contract and with the terms of the note and mortgage to be given hereunder the Seller shall have the right to retain the amount paid under this contract and to enforce the performance of this contract according to law after a default of sixty days.

WITNESS the parties hereto by their Hands and Seals this

13th day of January, 1959.

Witnesses:

Beverly G. Williams
Jaffney

Grace C. Martin
Seller
Larry A. Dunham
Marjorie C. Dunham
Purchasers

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