

in such event the deeds will be executed without the receipt of any cash payment at the time of the delivery of said deeds conveying these lots. Deeds to said six (6) lots will be delivered from time to time during the year but there will be no obligation upon the part of the sellers to deliver deeds to the purchasers at any time when the purchasers have not begun construction on as many as two (2) of said lots.

10. Upon this contract being completely executed by the parties the Five Thousand (\$5,000.00) Dollars cashier's check deposited as earnest money with Jas. L. Love shall be delivered to the sellers and the original contract will be held in escrow by Jas. L. Love and delivered to the purchasers upon the payment of the balance of Forty-five Thousand (\$45,000.00) Dollars.

11. It is distinctly understood that all sums paid during any year of this contract as release prices for one or more lots shall be applied and credited upon the annual payments and that the purchasers shall have the right to anticipate payment at any time.

12. Sellers further agree that upon the purchase price being reduced to Five Hundred Thousand (\$500,000.00) Dollars that the sellers or the trustee or trustees will convey the remainder of the property to the purchasers by fee simple, full warranty deed, free of lien, and accept a purchase money note and mortgage for the balance then due of Five Hundred Thousand (\$500,000.00) Dollars, which note and mortgage shall be payable in annual installments of Fifty-seven Thousand Five Hundred (\$57,500.00) Dollars with five percent (5%) per annum interest (until paid in full). It is mutually understood that the rights of the parties as fixed by this contract will not be affected by the execution of or the acceptance of a note and mortgage for the accommodation of the purchasers and for the convenience of all the parties to this agreement.

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