

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties do hereby stipulate and agree as follows:

1. Lilly will agree with Employee on the purchase price and terms of sale of said real estate.
2. Trustee will take such steps as are necessary to assure it that Employee can convey a good, merchantable title to Trustee and will notify Lilly of any and all liens and encumbrances that exist against the real estate.
3. Trustee will accept title to said real estate in the name of The Citizens and Southern National Bank of South Carolina, Trustee for Eli Lilly and Company, by Warranty Deed from said Employee and any other person that may have an interest in said real estate, if directed by Lilly to do so.
4. Trustee will hold title to said real estate and perform such other duties as Lilly may authorize in connection therewith, including, if authorized, the collection of rents, the paying of taxes, providing for the upkeep and repairs of the property, the obtaining of adequate insurance on the property, and such other acts as may be agreed upon between the parties.
5. Trustee will, when directed by Lilly, convey title to the said real estate to any party, or parties, which Lilly may direct by Special Warranty Deed containing a covenant wherein it will forever warrant and defend the title to said lands against all claims and encumbrances done or suffered by it, but as to none other.
6. Trustee shall be paid the following fee for services performed under this contract: 1% of the appraised value herein, to-wit: \$194.00, and shall be reimbursed for all costs incident to the transfer of title, such as legal fees, title search, tax stamps on deed and recording fees.
7. After the expiration of one (1) year from the date hereof, this agreement may be terminated by either party upon thirty (30) days prior written notice given to the other party at the above address by registered or certified mail. In the event the Trustee shall elect to terminate, it shall, prior to the effective date of such termination
 - a. *Handwritten:* Convey such real estate to Lilly or its nominee by ~~general warranty deed~~ subject only to liens and encumbrances previously waived by Lilly, and
 - b. Account to Lilly for all rents, profits and expenses received or incurred by the Trustee under this agreement.