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shall be applied to the payment of the purchase price.

b. The purchaser may pay to the seller the agreed purchase price at the rate of Thirty-five Dollars (\$35.00) a month on the principal, it being agreed that the interest on the purchase price shall commence on the date of the completion of the construction work and shall be computed and paid semiannually at the rate of Six Percent (6%), and if unpaid to bear interest until paid at the same rate as the principal.

c. The seller further agrees to execute and deliver a good and sufficient warranty deed therefor, provided the sum of One Thousand Dollars (\$1,000.00) is paid on the principal and a first mortgage is given to the seller on the entire balance owed at the time of the execution thereof, interest at the same rate and manner as hereinabove set forth.

5. In case the purchase price or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition the purchaser agrees to pay the sum of Fifteen Percent (15%) of the outstanding balance as attorney's fees, and the purchaser agrees to execute a note of even date according to these terms.

6. The purchaser agrees to pay all taxes while this contract is in force.

7. It is agreed that time is of the essence of this contract, and if the said payments are not made when due, the seller shall be discharged in law and equity from all liability to make said deed, and may treat said purchaser as a tenant holding over after termination, or contrary to the terms of this lease, and she shall be entitled to claim and recover, or retain if already paid, the sum of Thirty-five Dollars (\$35.00) per month for rent, or by way of liquidated damages, or may enforce payment of said note.

IN WITNESS whereof, we have hereunto set our hands and seals this 4th day of September, 1961.

WITNESS:

Devita F. Abrams

Ellen Owings (SEAL)
Ellen Owings, seller

[Signature]

Pinkney E. Mullinax (SEAL)
Pinkney E. Mullinax, purchaser

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