

5. Upon the sale of any lot, the Sellers agree to pay that portion of the stamps on the deed sufficient for a consideration of \$2,000.00 per acre for the lot being conveyed and the Purchasers agree to pay the costs of preparing the deeds.

6. It is distinctly understood and agreed that time is of the essence in this agreement and on the failure of the Purchasers to pay any installment when due or to comply with any of the terms of the contract, or on its failure to pay taxes when due, the Sellers may at their option declare the entire balance due and payable, or may terminate the contract, retaining all sums paid as liquidated damages, and the Purchasers shall have no further interest therein.

7. This contract shall bind and the privileges and benefits shall enure to the heirs, successors and assigns of the parties hereto. It is understood and agreed that the Purchasers may assign its rights and benefits under this contract without the consent of the seller; however, such an assignment shall not relieve the Purchaser of its obligations under this contract.

8. The only interest of Mae O. Phillips in the property herein described is the right of dower.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6th day of February, 1969.

THREATT-MAXWELL ENTERPRISES, INC.

By: T. C. Threatt
C. K. Maxwell Sec
Purchasers

In the Presence of:
John S. Chason
B. K. Boett

J. C. Phillips
J. C. Phillips, Seller
Mae O. Phillips
Mae O. Phillips, Seller