

IT IS AGREED THAT THE SELLER SHALL VACATE THE PREMISES HEREINABOVE DESCRIBED, ON OR BEFORE THE 15TH DAY OF OCTOBER, 1971, AND UPON DEPARTURE SHALL LEAVE SAID PREMISES LIVEABLE AND FREE OF CLUTTER, DEBREE OR DAMAGE, AND OTHERWISE LEFT IN PROPER ORDER.

FURTHER, PURCHASER SHALL, UPON NOTICE GIVEN BY SELLER BE ALLOWED TO MOVE INTO AND RENT SAID PREMISES AS HIS HOME UNTIL THE TERMS OF THIS CONTRACT ARE COMPLETELY FULFILLED AND SHALL OCCUPY SAME AT A RATE WHICH IS IN ACCORDANCE WITH THE MONTHLY PAYMENT ON THE FIRST MORTGAGE THEREON, TO C. DOUGLAS WILSON & COMPANY IN THE SUM OF TWO HUNDRED SEVEN AND .82/100 (\$207.82) DOLLARS PER MONTH; THAT SAID RENTAL OR MONTHLY PAYMENT SHALL BE PRO-RATED FOR THE MONTH OF OCTOBER AT THE RATE OF SIX AND .93/100 (\$6.93) DOLLARS PER DAY.

THAT SUBSEQUENT TO THE OCTOBER PAYMENT THE SELLER AGREES TO PAY SAID RENT DIRECTLY TO C. DOUBLAS WILSON & COMPANY WITH THE PAYMENT TICKETS GIVEN TO HIM BY PLAINTIFF, PROMPTLY AND ON TIME, AND SHALL NOT DEFAULT IN ANY SUCH PAYMENT.

THAT UPON PAYMENT OF THE FIFTEEN HUNDRED (\$1500.00) DOLLARS BALANCE DUE OF THE DOWN PAYMENT, THE SELLER AGREES TO FURNISH PURCHASER WITH A GOOD, MARKETABLE, FEE SIMPLE TITLE TO SAID PREMISES, FREE AND CLEAR OF ALL LIENS AND INCUMBRANCES, WARRANTY DEED.

IT IS SPECIFICALLY AGREED THAT TIME IS OF THE ESSENCE ON THIS CONTRACT AND THAT IF PURCHASER FAILS TO PAY THE BALANCE OF FIFTEEN HUNDRED (\$1500.00) DOLLARS WITHIN THE ALLOTTED TIME OF IF HE SHOULD FAIL OR REFUSE TO MAKE THE MONTHLY PAYMENTS ON SAID MORTGAGE, THEN THE FIFTEEN HUNDRED (\$1500.00) DOLLARS CASH PAYMENT HERETOFORE PAID, SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES AND SELLER SHALL RETAKE POSSESSION OF THE PREMISES AND THE CONTRACT SHALL BE DECLARED NULL AND VOID; THAT SAID PREMISES UPON BEING RETAKEN BY SELLER SHALL BE LEFT BY PURCHASER IN GOOD ORDER, LIVEABLE AND MAY BE EASILY INHABITED.

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