

outstanding balance to be secured by a note and mortgage payable in said manner, hereinabove set forth.

Purchaser to have possession of the property immediately and be responsible for taxes assessed against the property subsequent to December 31, 1972.

Purchaser agrees to insure improvements situate on the property for a minimum of \$7,500.00, with less payable clause to the respective parties as their interests may appear. There is to be no abatement of purchase price due to casualty loss.

Should the Seller be unable to give title or convey said premises as herein provided, all payments made hereunder shall be refunded in full less \$60.00 per month which is agreed upon as fair rent, and all other obligations of the parties hereunder shall terminate; but the acceptance of a deed by the Purchaser shall be deemed conclusive evidence of full performance on the part of the Seller. Should the Purchaser, at any time, fail to perform this agreement on his part, the Seller may retain any and all sums paid, which are hereby agreed upon as liquidated damages for such failure to perform and may treat the Purchaser as a tenant holding over after termination.

Seller to pay for deed and documentary stamps on same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 1 day of Sept, 1972.

In The Presence Of:

Walter C. Trotter
Ray G. Campbell

Robert L. Waddell (SEAL)
Seller
Jane Joyner (SEAL)
Purchaser

(Continued on Next Page)