

rated between W. H. Clayton Clapp and Joyce Pye and Dunk Pye, with Joyce Pye and Dunk Pye to receive that percentage of the proceeds represented by the amount paid by them divided by the total amount due by them under this agreement.

It is also agreed that Joyce Pye and Dunk Pye may alter or improve any part of the property herein without any additional payments assessed hereunder.

Should there be any fire or damage to the property herein, then either party shall have the option of terminating this agreement for a period of ninety (90) days following the date of the damaging event.

In the event of the death, disability, or other legal incapacity of W. H. Clayton Clapp, then Joyce Pye and Dunk Pye shall have the express right within ninety (90) days of such death, disability, or legal incapacity of either (1) continuing under this agreement, or (2) satisfying the unpaid balance due under this agreement thereby requiring the execution and deliverance to them of a good and sufficient warranty deed under this agreement. Said W. H. Clayton Clapp does hereby expressly bind his heirs, assigns and guardians forever to this agreement.

It is agreed that time is the essence of this agreement, and if said payments are not made when due thirty (30) days from last payment W. H. Clayton Clapp shall be discharged in law and equity from all liability to make said deed, and may treat said Joyce Pye and Dunk Pye as tenants holding over after termination, or contrary to the terms of this lease and shall be entitled to retain those monthly payments already made to W. H. Clayton Clapp herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6th day of June, 1973.

Witness:

Rosemary S. Zepherina

Robert C. Wilson Jr.

W. H. Clayton Clapp (LS)
W. H. CLAYTON CLAPP
Seller

Joyce J. Pye (LS)
JOYCE PYE

Dunk Pye (LS)
DUNK PYE

Purchaser