

dwelling on said property in good and substantial repair; and further that in the event said Buyer shall at any time fail to pay said taxes and assessments or to insure or repair said dwelling thereon, then the said Seller may cause the same to be paid, insured or repaired as above provided and be reimbursed for the expenses of such, which shall be added to said debt.

It is further understood and agreed that the Seller shall not be called upon to pay any brokerage or discount fees in connection with the Buyer's loan obtained on said property, if any, and the Seller shall, upon completion of the payment of the sales price as set forth herein execute and deliver a good and sufficient deed in fee simple to the lands above described to the said Buyer, the same to be free of all liens by way of mortgage or judgment, then this Contract is to be void and of no effect, otherwise to remain in full force.

This Contract may not be assigned by the purchaser nor may the premises be leased or rented without the written consent of the Seller.

It is further 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 the said Buyer as tenants holding over after termination, or contrary to the terms of a lease, and shall be entitled to claim and recover, or retain all payments made thereon for rent or by way of liquidated damages, or may enforce payment for the purchase price, together with costs and attorney's fees. It is further agreed by the Buyer that in the event of default in payment monthly as hereinabove provided, the Seller can take possession of the aforesaid premises without the necessity of legal action, commence collecting the rents due on said property, and this Contract shall be thereby terminated, and cancelled.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

9th day of September, 1977.

IN THE PRESENCE OF:

Arthur A. Grayson, Jr.  
Conrad D. Hudson

Robert T. Moon (SEAL)  
Robert T. Moon, Seller  
Helen M. Moon (SEAL)  
Helen M. Moon, Seller  
Ralph Leon Pittman (SEAL)  
Ralph Leon Pittman, Buyer  
Rita Elaine Pittman (SEAL)  
Rita Elaine Pittman, Buyer

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