

thereon, as of Saturday, June 17, 1978, at 6:00 a.m.

(3) That the SELLERS and PURCHASER agree that in the case of partial condemnation of the real property (less than fifty (50%) percent of the real property), all such funds derived from the said condemnation will be paid directly to the PURCHASER and the PURCHASER herein covenants and agrees to rebuild a building of equal value of that now existing on the real property and to use the building for the purposes for which it was being used at the time of said condemnation. In the case of total condemnation or condemnation in excess of fifty (50%) percent, then so much of the funds derived therefrom will be used to pay the remaining obligation of the PURCHASER to the SELLERS, and all additional funds over the remaining obligation will be paid directly to the PURCHASER.

(4) That the SELLERS and PURCHASER agree that the SELLERS will as of the date of this Agreement and Bond for Title retire all debts, liens, encumbrances, and obligations pertaining to the real and personal property above cited, with the exception of that certain mortgage to Southern Bank and Trust recorded in Book 1363 at Page 857 in the original amount of Forty-three Thousand and no/100 (\$43,000.00) Dollars. The SELLERS agree to continue making the monthly payments to Southern Bank and Trust in the amount of Five Hundred Forty-four and 71/100 (\$544.71) Dollars while this Agreement and Bond for Title is in force.

(5) That the SELLERS shall convey unto the PURCHASER absolutely, and in fee simple, title to the above-cited real property, free of any mortgages, liens, or encumbrances whatsoever within fourteen (14) days of the final payment by the PURCHASER. The SELLERS further agree that while this Agreement and Bond for Title is in force, that they will not incur any other mortgages, liens, or encumbrances upon the real or personal property stated herein, the possession of which is hereby delivered to the PURCHASER. That if any such mortgages, liens, or encumbrances have already been placed upon the said real and personal property, that the SELLERS shall seek to immediately discharge all such mortgages, liens, and encumbrances (other than the said mortgage to Southern Bank and Trust mentioned above), to include State and Federal

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