

1000-744
May 1, 1979, and a like amount shall be paid on the same day of each month thereafter until the balance of principal and interest has been paid in full. The amount of the final payment, however, shall be the total of the principal and interest then due. All payments to be made by the Buyer shall be paid with lawful money of the United States of America.

IN ADDITION, IT IS AGREED AS FOLLOWS, TO-WIT:

1. Possession. Possession shall be delivered to the Buyer upon the execution and delivery of this agreement, unless otherwise provided herein.
2. Taxes and Assessments. The Buyer shall pay all taxes and assessments from date hereof and assessed and levied against said property hereafter, unless otherwise specified herein. Taxes for the fiscal year ending December 31, 1979, shall be prorated as of the date of closing.
3. Deed, Title. The Seller on receipt of payment of all amounts of money mentioned herein shall execute a general warranty deed for the above described property in favor of the said Buyer and shall deliver said deed to the Buyer.
4. Default by Buyer. Should the Buyer fail to make said payments or any thereof when due or fail to comply with the conditions, covenants and agreements set forth herein, the amounts paid hereon may be retained by the Seller as the consideration for making this agreement and thereupon the Seller shall be released from all obligation in law or equity to convey the said property and any occupancy of said property thereafter by said Buyer shall be deemed to be and be a tenancy at the pleasure of the Seller and said Buyer shall never acquire and expressly waives any and all rights or claims of title because of such possession.
5. Legal expenses. Should the Seller sue the Buyer to enforce this agreement or any of its terms, the Buyer shall pay a reasonable attorney fee and all expenses in connection therewith.
6. Seller's Option to Deliver Deed in Exchange for Note Secured by Mortgage. The Seller reserves the right to deliver