

per cent per annum, or ten (10) years from the date hereof, whichever first occurs, at which time Seller will execute its general warranty deed to Purchasers.

All the terms, conditions and provisions of that certain Contract of Sale entered into by and between Seller and Purchasers dated January 21, 1981, are incorporated into this Bond for Title by specific reference thereto as though fully set out and reiterated herein and, to the extent necessary, those terms, conditions and provisions shall survive the consummation of this transaction.

In the event any sum due hereunder, or any part thereof, be collected by an attorney or through legal proceedings of any kind, then in addition Purchasers agree to pay reasonable attorney's fees and collection costs, as is shown by Purchasers' note in favor of Seller of even date herewith.

Purchasers agree to pay all taxes and insurance while this Bond for Title is in force.

It is agreed that time is of the essence of this contract and if the said payments are not made when due, Seller shall be discharged in law and equity from all liability to make said deed and may treat said Purchasers as tenants holding over after termination, or contrary to the terms of this contract, and shall be entitled to claim and retain all monies paid hereunder as rent or by way of liquidated damages or may enforce payment of said note.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this the 19th day of February, 1981.

In the Presence of:

[Signature]

[Signature]
Witnesses as to all parties

FOOTHILLS DELTA P, INC., SELLER

By: [Signature] Pres.
And Troy C. Putman Title

By: _____ Title

[Signature]
Raymond L. Webber, Purchaser

[Signature]
Alexandra S. Webber, Purchaser

FILED

6327 RV.2