

and Sellers that the consideration for the extension of this option from the Sellers to the Purchasers is the amount of Ten and NO/100 (\$10.00) Dollars receipt of which is hereby acknowledged by the Sellers from the Purchasers and that such is good and sufficient consideration for said option and that the consideration expressed herein of Ten Thousand and NO/100 (\$10,000.00) Dollars is consideration for the purchase price of the real estate described on Exhibit "B" attached hereto and incorporated herein by reference and is not the consideration for the option itself.

It is understood and agreed that the Purchasers shall pay all taxes upon said property from and after the date of this real estate agreement and will insure all building improvements against loss for the price herein.

In the event any due installment is in arrears and unpaid for thirty (30) days this contract shall at the option of the Sellers thereupon terminate and any and all payments made by the Purchasers prior thereto shall be forfeited by the Purchasers to the Sellers as rent for the use of said premises and as liquidated damages for the breach of this contract.

Upon the payment of the purchase price set forth above, the Sellers do hereby agree to execute and deliver to the Purchasers a good, fee simple, general warranty deed to said property with dower renounced thereon. Any title defects or encumbrances to be cleared at the expense of the Sellers. In the event of any litigation, the violating party at fault shall be responsible for the other party's costs incurred in obtaining enforcement including all attorney's fees and court costs necessary therefor. This contract is binding upon the Purchasers and Sellers and their respective heirs, executors, administrators and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of October, 1981.

H. Wallace Smith

Nancy Smith

H. Wallace Smith

Nancy Smith

H. B. Butler
H. B. Butler, Purchaser

Ruth H. Butler
Ruth H. Butler, Purchaser

M. E. Durham
M. E. Durham, Seller

Patricia S. Durham
Patricia S. Durham, Seller

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