

remedies available at law or in equity. It is further agreed between the parties that in the event Sellers elect to bring an action against Purchasers pursuant to this paragraph, Purchasers will pay a reasonable attorneys fee to the Sellers attorney for the cost and fee for instituting and/or prosecuting such an action.

VIII.

Upon payment of the contract price as set out herein and the completion of all other terms and conditions herein, Sellers agree to deliver to Purchasers a fee simple, warranty deed conveying the aforescribed property free and clear of all liens and encumbrances with the exception of any restrictions and utility easements and rights-of-way affecting the property as of the date of this contract.

IX.

All times and notices provided herein are to be strictly construed and it is mutually agreed that time is of the essence to this contract.

IN WITNESS WHEREOF we have hereunto set our hands and seals this the day and year above mentioned.

IN THE PRESENCE OF:

Dan Patrick

Daniel W. Vaughn
DANIEL W. VAUGHN

Debbie J. Woodall

Sherry Troutman Vaughn
SHERRY T. VAUGHN SELLERS

Notary Public, Georgia, State At Large
My Commission Expires Feb. 17, 1986

IN THE PRESENCE OF:

Edward S. Russell

James Vaughn
JAMES VAUGHN

Juanita C. Bauman

Ruth Vaughn
RUTH VAUGHN PURCHASERS

Hamilton Co., Ga.
My Commission Expires:
3-19-86