

PAGE TWO (2) OF PURCHASE AND SALE CONTRACT BY AND BETWEEN
J. D. Robins and O. B. Burdine, and others.

dimensions 30X20, the site of each building to be selected by the Purchasers; the said rough lumber meaning and including: framing, weatherboarding, lathing for roof, all rough; and all without charge therefor, other than is stated and set forth in this contract.

Purchasers agree to haul all lumber for said dwelling house and barn, from Seller's saw mill and yard to the location of dwelling house and barn; and Purchasers agree to furnish all windows, doors, brick, roofing, nails and all other materials, to do the dressing of lumber and to do and furnish all labor, any and all of which may be necessary for the construction of said dwelling house and barn; and all without charge, other than is stated and set forth in this contract.

Purchasers agree to purchase from Seller the said lands and premises, that is, the said Three Hundred and Twenty (approximately) acres of land, according to number of acres as may be determined by said survey and otherwise as aforesaid, together with said dwelling house and barn constructed thereon as aforesaid, (less the said timber, etc., as reserved by Seller hereinabove), and Purchasers agree to pay Seller therefor, the sum of Twenty Five (\$25.00) Dollars per acre, to be paid in the manner hereinafter more fully specified and set forth:

And it is understood that said lands and premises are sold and purchased, as aforesaid, by the acre at said amount per acre.

That when said dwelling house and barn are completed as aforesaid, and upon Purchasers paying Seller therefor in and by the manner and means hereinafter set out, Seller agrees to execute and deliver to Purchasers his said deed conveying to them the said lands and premises, that is, said 320 acres (approximately) of land, as determined by said survey, together with said dwelling house and barn so erected thereon as aforesaid.

That Purchasers, upon and at the same time with, the execution of said deed to them by Seller, agree to and are to pay to Seller therefor as follows: Fifty (\$50.00) Dollars in cash upon the execution and delivery of this contract, same to be applied to purchase price; the balance of said purchase price, as determined by the number of acres resulting from said survey is to be paid as follows: at the same time said deed is so delivered, Purchasers are to execute and deliver to Seller their note and first mortgage over the same said lands and premises as conveyed by the deed, same to secure the payment of balance of said purchase price and to be payable as follows: Five Hundred (\$500.00) Dollars one (1) year after the date of said note and mortgage and a like amount at the end of each and every yearly period thereafter until the said principal sum is paid in full; with interest thereon from date at the rate of Five (5%) per cent. per annum to be computed and paid annually, all interest not paid when due to bear interest at same rate as principal; and, also, providing for the payment of Ten (10%) per cent. for Attorney's fees, in case of collection by an Attorney or by legal proceedings of any kind; with the right, however, to anticipate, by the payment of all or any part thereof before due.

Should Purchasers cut any cord wood off said lands and premises so purchased, they agree to pay Seller Three (\$3.00) Dollars per cord, same to be credited on principal of said indebtedness but to be in addition to and not a part of said payments hereinabove stipulated.

That said property is now rented to and being farmed by the Tenants of Seller during the year 1947, and Seller reserves possession of said lands and premises until, and he agrees to deliver to Purchasers full possession thereof when, this contract is fully carried out and said deed and note and mortgage delivered, as aforesaid, which date shall be on or before January 1, 1948.

Purchasers agree to pay all taxes on said lands and premises so purchased beginning with Jan. 1, 1948, and so continuing.

Purchasers agree to carry fire and extended coverage insurance on all buildings on said lands and premises, in sum not less than \$2000.00, and assign same to Seller, until purchase price paid.

Purchasers agree to be liable for all damages for injuries to person or property resulting from or incident to said construction.

IN WITNESS WHEREOF, we do hereby set out hands and seals