

the sale, payable simultaneous with the sale. It is further agreed that, in addition to the aforementioned fee, the Party of the First Part shall pay unto the Party of the Second Part the sum of Fifteen Hundred Dollars (\$1,500.00) in reimbursement of expenses incurred in the advertising of said sale or auction but that, at the option of the Party of the Second Part, the Party of the Second Part may elect to accept a sum equal to ten percent (10%) of the gross proceeds of said confirmed sales in lieu of the Fifteen Hundred Dollars (\$1,500.00) amount herein referred to for advertisement expenses. Such sale or auction shall be conducted on or before May 1, 1963 at a date to be subsequently agreed upon by the parties and this contract shall be valid and binding only until the time such sale is conducted. The sale will terminate and this contract shall likewise terminate on the day of the auction but any parcel or lot for which a bid is accepted by the party of the First Part within ten days thereafter shall be considered sold under and governed by the terms of the sale. The Party of the Second Part shall have no right to or claim for commissions upon the proceeds of any lot or lots sold by the Party of the First Part at any time more than ten days after the auction contemplated herein. Any property covered under the terms of this contract sold between the date of the signing hereof and the date of the contemplated auction shall be subject to and governed by the terms of this agreement.

It is further understood and agreed that the Party of the Second Part does hereby agree to do everything in their power to cause each and every lot offered for sale to bring the last and highest dollar at a price entirely satisfactory to the Party of the First Part. The Party of the First Part agrees to make a good and sufficient deed to all property sold and settled for according to the terms of the sale of the lots so sold, but the Party of the First Part shall have the right to