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said obligation in 357 monthly installments of \$338.29 per month with the first monthly payment being due on January 1, 1975.

- 3. That the Buyer agrees that each payment is due on the first day of each month with a twenty (20) day grace period given to make each monthly payment and if not received in twenty (20) days, a late payment charge of 5% of monthly payment of interest and principal will be incurred and charged.
- 4. That the Buyer agrees that if the loan is paid off by the tenth day of any month, only interest at the contract rate for the exact number of days liability will be charged and if paid off after the tenth day of the month, a full month's interest at the contract rate will be charged.
- 5. That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified expressly by this agreement.
- 6. That this agreement shall bind jointly and separately the successors and assigns of the Association, Buyer and Sellers, their heirs and successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 13th day of December, 1974.

WITNESSES:

Family Federal Savings and Loan Association

By: | [mulol K.

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HARLES V. VARNER, Se

MARGIE & VARNER, Seller

E. LAMAR LEHMAN, Buyer

(fares & flows)

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