

on same date at six (6) percent. per annum until paid to be computed and paid annually, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney, or through legal proceedings of any kind, then in addition a sum equal to Ten per cent (10%) for attorney's fees, as is shown by purchasers' note of even date herewith. The Purchaser agrees to pay all taxes while this contract is in force.

It is agreed that the said Mr. and Mrs. James A. Kilby are to cut no timber or trees upon the premises except with the express written consent of the said J. C. Billingsley, and to insure the premises in the amount of \$4500.00.

It is further agreed that the said Mr. and Mrs. James A. Kilby shall have the right to anticipate payments on clause 3 of the payments in part or in full upon payment of one years interest, at any time and shall be entitled to a deed from the said J. C. Billingsley upon payment of the entire amount in Clause 3 provided that the said Mr. and Mrs. James A. Kilby assume the mortgage indebtedness of the said J. C. Billingsley.

It is agreed that time is of the essence of this contract, and if all of the said payments are not made when due in accordance herewith the said J. C. Billingsley shall be discharged in law and equity from all liability to make said deed, and may treat said Mr. and Mrs. James A. Kilby as tenants holding over after termination, and shall be entitled to claim and recover, or retain if already paid the sum of One Thousand Two Hundred (\$1,200.00) Dollars per year for rent, or by way of liquidated damages, or may enforce payment in accordance with this written Bond for Title and accompanying note.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 9th day of July A. D., 1954.

In the presence of:

E. C. Kelton
Maria F. Wood
J. B. Brice

J. C. Billingsley (SEAL)
James A. Kilby (SEAL)
Mrs. James A. Kilby (SEAL)