

Beginning on the 2nd day of May, 1971 and on the 2nd day of each month of each year thereafter the sum of \$60.00 to be applied on the interest and principal of this note, said payments to continue thereafter until the principal and interest are paid in full, the aforesaid monthly payments of \$60.00 each are to be applied first to interest at the rate of seven (7%) per centum of the principal sum of \$5,000.00 or so much thereof as shall, from time to time, remain unpaid, and the balance of each monthly payment shall be applied on account of principal.

In case of the institution of legal proceedings of any kind, I agree to pay any attorney's fee of ten (10%) per centum, together with all costs and expenses of suit.

Privilege is given the Purchaser the right to pay all or any part of the principal at any time without penalty.

The Seller agrees that upon the payment of the Five Thousand Five Hundred and No/100 (\$5,500.00) Dollars provided for in this Contract, that he will execute a general warranty deed to the Purchaser, or to such person or persons as said Purchaser may designate, on the above-described property, free and clear of encumbrances, except as set forth below:

The Purchaser herein has been furnished with a copy of an agreement entered into between the Seller and Clyde Durham dated January 7, 1964, and attached hereto and made a part of this contract concerning a driveway dispute between said parties, and said Purchaser, by acceptance of this contract, agrees that the deed to him shall provide that the Purchaser is bound by said agreement.

It is further agreed that the Purchaser will keep the said property insured against loss by fire with extended endorsement attached for an amount of not less than \$5,000.00, and that said Purchaser will pay all premiums due thereon; that the 1971 taxes have been prorated this date and that the Purchaser will pay