

day of June, 1979, and continuing on the 10th day of each and every month thereafter until the principal and interest are fully paid.

Any amount not paid when due shall bear interest until paid at the same rate as principal, and in case any sum due hereunder shall be collected by an attorney or through legal proceedings of any kind, then Seller shall be entitled to all cost of collection, including a reasonable attorney's fee.

Purchaser is granted the right to prepay any part or all of the remaining indebtedness at any time without penalty.

### 3. SELLER'S OBLIGATIONS FOR IMPROVEMENT.

(a) BARN. Seller has heretofore or shall hereafter construct upon the real property hereinabove described a four-stall barn measuring approximately 28 feet in width and 30 feet in depth, all according to such plans and specifications as are attached hereto as Exhibit C. It is contemplated by Seller that construction of said barn shall require approximately 180 working days, weather permitting, from the date of this Contract, unless the date for beginning of construction shall be extended as provided in Paragraph 2(b). If construction of the barn has not been commenced prior to the execution of this Contract, then the barn will be constructed at such site as shall be mutually agreed upon by Seller and Purchaser. Any delay caused by Purchaser's selection of the barn site shall be added to the estimated 180 day construction period.

(b) PASTURE FENCE. A pasture fence shall be erected near the barn; said fence to be at least 1,188 feet in length and to include one gate. Additional fence footage may be erected as Seller and Purchaser may agree at an additional cost of \$ XXXXXX Dollars per foot. All pasture fence shall consist of creosote or treated post and 5 strands of good quality galvanized wire.

(c) DRIVEWAY. If no driveway to the real property exists prior to the execution of this Contract, and if requested by Purchaser within six (6) months from the date of this Contract, then Seller shall clear and scrape a strip of land 10 feet in width and not to exceed XXXXX feet in length, with said driveway strip to commence at a point on a public road. Seller shall place sand or gravel on the driveway as it may decide in its absolute discretion. The location of the driveway shall be mutually determined by the parties.

(d) GARDEN. Seller agrees that once a year for a period of three (3) years, beginning with the date of this Contract, it will plow a garden area of not more than eighty (80) feet in width and one hundred twenty (120) feet in length. Plowing shall take place at a time to be selected by Seller in the Spring of each year with the first plowing to take place during the first spring after this Contract is in effect. The parties shall select a reasonable location for the garden within a reasonable period of time prior to the first plowing season. The garden shall be enclosed with a mesh and barbed wire fence supported by creosote or treated post.

(e) ORCHARD. Seller shall plant an orchard at such site as may be mutually agreed upon by the parties prior to the planting;

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