

- and second to payments to the said McCullough upon the purchase price of said land; and it is understood and agreed by the said Jos. A. McCullough that his mortgage to be executed hereunder by the said Martin shall yield precedence to the said new mortgage then given by the said B. F. Martin, which shall be first mortgage on all of said lands owned and retained by the said B. F. Martin, the said Jos. A. McCullough mortgage to be the second mortgage thereon; but in such event, the said new mortgage together with the said McCullough mortgage shall not exceed in amount the sum of Thirty Dollars (\$30.00) per acre upon the lands so mortgaged.

Fifth: The said Jos. A. McCullough hereby agrees to purchase, at the option of the said B. F. Martin at the expiration of five (5) years, - to wit: January 1, 1918, one-hundred (100) acres of the said farm, including the old homestead and buildings adjacent thereto, at seventy-five dollars (\$75.00) per acre cash, - from ten (10) to twenty-five (25) acres to lie across the Augusta Road and take in a part of the branch in front of the house, and the other portion to lie on the right of the said Augusta Road as you go down, - the lines to be agreed upon by the parties hereto and established by subsequent survey; if within one year after date the said survey and agreement are not made, said McCullough waives the legal requirement that more definite description be made in writing herein, and agrees to incorporate as such description any plat by a good surveyor furnished him by said Martin on or before said January first 1918, substantially including the above specifications; of this Seventy five hundred Dollars (\$7500.00), one-third ( $\frac{1}{3}$ ) may be applied to the loan and all not so applied is to be put on the McCullough mortgage hereunder.

Sixth: That in case the said B. F. Martin shall sell any part of the aforesaid property, the said Jos. A. McCullough agrees to release same from the mortgage to be given him to secure the purchase money; provided that no portion of said property shall be sold except for part cash and the balance to be secured by first mortgage of the part so sold, and provided that said cash and said mortgages shall be turned over and assigned to the said Jos. A. McCullough to the end that his security may remain unimpaired, - all cash payments made upon such sales and all moneys realized from such mortgages to be credited in order upon the earliest payments due or to become due upon the main obligation of the said B. F. Martin to the said McCullough arising under this contract; provided that if any sales shall be made for a longer time or upon more favorable terms than one-sixth ( $\frac{1}{6}$ ) cash, balance in five equal annual installments due respectively 1, 2, 3, 4, and 5 years after the dates of such sales, then the annual payments by said Martin hereunder shall not be affected or retarded thereby.

Seventh: The said B. F. Martin, agrees to carry satisfactory insurance in case of a loan being negotiated by said McCullough, as indicated above, if required by mortgagee.

Eighth: A deed is to be made of the said property at once, or as soon as practicable, conveying good fee-simple warranty title, clear and free from all defects whatsoever, and a mortgage or mortgages given to secure the purchase money under the terms hereinabove set forth. - possession given and interest to run from January 1, 1913; the said Martin shall have the right to anticipate any payments without accelerating other payments.

Ninth: For the year, 1913, the said Jos. A. McCullough agrees to accept Eighteen Hundred Dollars (\$1,800.00), or at the option of the said B. F. Martin thirty (30) bales of cotton averaging five hundred (500) pounds per bale, of average good middling line, in lieu of the first year's interest on the Fifteen Thousand Dollars (\$15,000.00) above mentioned, and of the interest on the balance of the purchase price herein, - the said B. F. Martin then to pay no interest for the year 1913, -