

The purchaser is buying said lots for the purpose of erecting houses thereon to sell and it is agreed between the parties that in case the application for loans thereon is refused that the seven hundred dollars (\$700.00.) would in that case be returned to the purchaser.

The purchaser reserves the privilege of anticipating the payment of any or all of said installments at any time.

**TIME IS OF THE ESSENCE OF THIS CONTRACT**, and it is expressly understood and agreed that in case any installment of principle or interest, be not paid by the purchaser promptly when due, or within thirty (30) days after written notice thereof to the purchaser at his last known address, then in addition to all other remedies provided by law, the seller may at his election, and without notice, either (1) declare the entire unpaid balance of the purchase price, immediately due and payable, and maintain action for specific performance hereof; and/or (2) declare this contract terminated and ended, in which event any amount paid hereunder shall be considered as the consideration for this option to purchase the hereinabove described land.

In the event after default the seller deems it necessary to employ and engages an attorney to enforce his rights hereunder, the purchaser agrees to pay all costs and expenses thereby occasioned, including an attorney's fee of ten per cent of the purchase price of said land.

When the said purchase price, with interest as aforesaid, shall have been paid in full, the seller covenants and agrees to execute and deliver to the purchaser, a good and sufficient deed, with covenants of warranty against the seller and his heirs, executors and administrators, conveying said land in fee simple free of encumbrances, to the purchaser.

The above described property is in a restricted district, and is sold subject to the following restrictions, which constitute a part of the consideration of this agreement, and shall be effective for a period of twenty-five (25) years from the date hereof:

- 1. Said property shall be used for residential purposes only.
- 2. No residence shall be erected thereon at a cost of less than five thousand (\$5,000.00.) Dollars.

3. No house shall be erected thereon nearer the western edge of said sidewalk than twenty feet.

4. ~~No dog or dogs or growing puppies shall be kept on the property if said property shall not be sold to any person or persons other than to a neighbor.~~

WITNESS the hands and seals of the parties hereto the day and year first hereinabove written.

Witness:

Patrick C. Faut

Richard F. Collins

Bern J. Perry (Seal)  
Seller

J. W. Pitts (Seal)  
Purchaser

XX

Recorded December 2nd. 1950 at 10:35 A. M. #29110

*Contract to lots Cassinaw Ave - Sans Souci Heights.*