

Purchaser the amount of \$500.00 paid upon the execution and delivery of this agreement. If the Purchaser does not elect to cancel, then the Purchaser will be entitled to the insurance proceeds or condemnation award.

It is understood and agreed that this contract is contingent upon there being no defect in the title by reason of unpaid claims against the Estate of Clarence M. Brooks. Therefore, it is understood and agreed that the sale will not be completed before the statutory period for filing claims against the estate of Clarence M. Brooks has expired and all such claims filed having been paid in full. The Sellers agree to use due diligence to effect the satisfaction of said claims. In the event that these claims are not satisfied and paid in full at the expiration of said period, or the Sellers for any other reason are unable to convey a good and marketable fee simple title, free of liens and encumbrances, then the Purchaser shall have the right to cancel this contract by giving the Sellers written notice and the \$500.00 paid by the Purchaser to the Sellers shall be returned to the Purchaser. In the event any of the claims are contested and remain unpaid at the expiration of the statutory period for filing, the Purchaser may elect to cancel and the \$500.00 paid by the Purchaser shall be returned.

It is further understood and agreed that this transaction will be closed as soon as is reasonable and convenient after the expiration of the above mentioned statutory period.

It is further understood and agreed that the Sellers in consideration of the rental hereinafter mentioned, have granted, bargained and leased and by these presents do grant, bargain and lease unto the Purchaser the above described premises from the 1st day of July, 1957 until the termination of this contract by consummation of the sale by delivery of the deed, or by cancellation of the contract as hereinbefore provided. The Purchaser in consideration of the use of said property for said term agrees and promises to pay the Sellers the sum of \$85.00 per month, payable monthly in advance.