- 2. The Assignees agree to pay herewith in cash to the Assignors the sum of One Thousand Five Hundred (\$1,500.00)
- 3. The Assignees agree to execute contempraneously herewith their promissory note to the Assignors in the amount of One Thousand Six Hundred Seventy-Five and 55/100 (\$1,675.55) Dollars, payable on or before two (2) years from the date thereof, with interest at the rate of five (5%) percent per annum.
- 4. The Assignees further agree that their obligation to pay the above described promissory note shall constitute a second lien upon the subject real estate, second only to the first mortgage which shall be given to the said Fidelity Federal Savings and Loan Association when the principal balance due under the original Contract of Sale shall be reduced to Eleven Thousand One Hundred Twenty (\$11,120.00) Dollars, as provided for in Paragraph 6 of the said Contract for Sale; the Assignees further agree that when the warranty deed and the said first mortgage are given as provided for in Paragraph 6, as above referred to, the Assignees will at that time execute and deliver to the Assignors a second mortgage on the subject real estate to secure the remaining balance, if any, on the subject real estate. The Assignees agree that if they should fail to perform all and singular the terms, conditions and provisions of the said original Contract for Sale, or all and singular any of the terms, conditions or provisions of this instrument, then and in either of those events the Assignors may at their option avoid this Assignment Agreement in its entirety and resume their position as the original parties to the said Contract for Sale of June 20, 1964, together with all the rights, interest, privileges and obligations contained therein, including the unconditional possession and title to the subject real estate, with all valuable improvements situated thereon.

(Continued on next page)

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