

with said payments commencing on the 30th day of September, 1974, and each and every month thereafter until paid in full; provided, that the Seller shall upon full and complete payment of the total purchase price, together with interest, taxes and insurance, if any, execute and deliver to the Buyers a general warranty deed conveying to said Buyers a good, marketable, fee simple title to the above described premises; and the Seller covenants and agrees to take and give a purchase money mortgage for the balance upon the same terms and conditions aforesaid and as is shown by Note of even date herewith. All payments may be accelerated.

2. All unpaid interest to bear interest at the same rate as the principal, and in case said sum or any part thereof be collected by an attorney or through legal proceedings of any kind, the Buyers agree to pay a reasonable attorneys' fee for said collection or legal procedure.

3. The Buyers agree to pay all future taxes or other public assessments to be levied against said property and agree to keep any building now thereon, or to be erected in the future, insured with a company satisfactory to the Seller in an amount of not less than the face amount of this Note or eighty (80%) per cent of the value of any property or building now located or erected thereon, with ownership clause in favor of the Seller or as his interest may appear, and will pay the premiums as the same become due.

4. The Buyers shall have complete and absolute possession and control of said premises upon the signing of this Contract and it is agreed that time is of the essence of this Contract and if said payments are not made within five (5) days of the designated due date, the Seller shall be discharged in law and equity from all liability to make said deed and may treat said Buyers as tenants holding over after termination or contrary to the terms of this agreement and shall be entitled to claim and recover or retain, if already paid, the payments as rent or by way of liquidated damages, or may enforce payment of said Note and the Seller shall have the right of re-entry to take possession of said premises with all improvements made thereon.

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