

Paid and satisfied in full this 31st day of December, 1980. Winegard Realty & Development Co.

Witnesses:

Leonard L. ...

Gayle M. Tomlinson Owen

19289

WINEGARD REALTY AND DEVELOPMENT CO.

LISTING BROKER

Date November 24, 1980

Exclusive Right to Sell Contract

In consideration of your agreement to list and to use your efforts to secure a purchaser for the property legally described as: Approximately four (4) acres being shown on a plat prepared by Webb Surveying and Mapping Company, dated November 8, 1977, and recorded in *

and your further agreement to advertise the property and cooperate with other real estate brokers, I hereby give you for a period of 12 months to expire on Nov. 24, 1981 the exclusive right to sell the property at the following price and terms, or any other price, terms, or change to which I (We) may hereafter consent. PRICE \$2,350.00 per acre

TERMS: ... 2 1981 ... RECORD: JAN 2 1981 at 9:31 A.M.

Interest on encumbrances, taxes, insurance and rents shall be adjusted pro rata at date of closing. Improvement liens are to be paid by me.

In case you secure a purchaser for the property, the usual and customary practice for examination, securing title and for closing the transaction shall apply. I agree to deliver to the purchaser a good and sufficient warranty deed, free and clear of all liens and encumbrances except encumbrances of record and those which the purchaser shall assume as part of the purchase price and which are especially detailed above.

For finding a purchaser for the above property I agree to pay the commission of 10% of the sale price.

The commission is to be paid whether the purchaser be secured by you or me, or by any other person, at the price and upon terms mentioned or at any other price or terms acceptable to me, or if the property is afterwards sold within three (3) months from the termination of this agency to a purchaser to whom it was submitted by you, or a cooperating broker during the continuance of the agency and whose name has been disclosed to me during the term of this contract.

In any exchange of this property, permission is given you to represent and receive commission from both parties.

IN CONSIDERATION FOR THIS EXCLUSIVE RIGHT OF SALE THE LISTING BROKER agrees to carefully inspect the property and secure pertinent information regarding it, to direct the concentrated effort of his organization in bringing about a sale, to advertise the property as he deems advisable in the local newspapers or other mediums of merit, to furnish additional information requested by any Real Estate Broker, and to assist cooperating brokers in closing a deal on the property when requested to do so, to pay a cooperating broker who sells the property a customary share of the sales commission.

IN CONSIDERATION OF THE ABOVE, I agree to refer to you all inquiries of brokers or others interested in my property.

AS MY AGENT you are authorized to accept, receipt for and hold all money paid or deposited as a binder thereon and if such deposit shall be forfeited by the prospective purchaser, you may retain the amount of such deposit, but not exceeding the total amount of your commission, as your compensation.

I UNDERSTAND that this agreement does not guarantee the sale of my property but that it does guarantee that you will make an earnest and continued effort to sell same until this agreement is terminated.

This is a legally binding contract. If not understood, seek further advice. Accepted by:

WINEGARD REALTY AND DEVELOPMENT CO. BROKER

Gayle M. Tomlinson Owen (LS) Gayle M. Tomlinson Owen (1/2 Interest)

BY *Ronnie J. Winegard* AGENT

Witness, Ronnie J. Winegard Signature:

Witness, Gayle M. Tomlinson Owen Signature:

Submission: 1. *Tracy M. ...*
Directions: 2. *Winegard ...*
Rooms: B.R., Baths, Side of St., Sq. Ft. list
Cost, Age-Cood, Int. Walls, Floor, Heat, Cooling, Ext. Hill
Rec. Room, Baths, Closets, Appliances, Carpets
Beds, Dressing, Storage, Type

RENTAL

4325 RV-2