

of the gross sales price of said real estate shall be paid for the sale of said property to W. H. Alford Real Estate or Charles Robinson Co., Inc., on completion of each sale, the commission to be paid to the one making and completing the sale. The said W. H. Alford Real Estate and Charles Robinson Co., Inc. agree that they will:

- (a) Appraise each lot or parcel of real estate and recommend selling prices to the Trustee;
- (b) Furnish contracts of sale for the Trustee;
- (c) Furnish to each purchaser as a part of the contract of sale or otherwise, copies of restrictions applicable to the subdivision if any; and,
- (d) Accept and be responsible for cash payments made by the respective purchasers on account of their purchases.

W. H. Alford Real Estate and Charles Robinson Co., Inc. further agree that if for any reason a sale of any lot or parcel of real estate on which a deposit has been made to them by the purchaser is not consummated, it shall be the practice of the said W. H. Alford Real Estate and Charles Robinson Co., Inc. and the Trustee to take the following action:

- (a) If the reason for not consummating the sale is reasonable, the deposit shall be refunded to the purchaser. The trustee shall be the sole arbiter as to the reasonableness of the failure to consummate the sale; and
- (b) If the reason for not consummating the sale is not reasonable, the deposit shall be divided one-half (1/2) to the agent and the other half to the Trustee, provided, however, the agent's one-half (1/2) of the deposit shall not exceed the amount of his commissions.

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