

Page Four

pursuant to this paragraph, the Purchaser shall pay a reasonable attorney's fee to the Seller's attorney for institution and/or prosecution of such action.

VIII.

The Purchaser shall be entitled to peaceful possession of the premises as long as the Purchaser does not default on the terms of this agreement. The Purchaser shall be responsible for and pay for all utilities utilized on the premises and further agrees to keep dwelling and any other structures on the premises in a good state of repair with painting and refurbishing initiated when indicated by the condition of said dwelling or structure.

IX.

It is understood that the hazard insurance policy covering the property shall be in the name of the Seller and any coverage thereunder shall always be for no less than the balance due under this contract. Any insurance protection desired by the Purchaser concerning his interest in said property shall be the sole responsibility of the Purchaser.

X.

Said property is subject to such easements, restrictions and rights of way as appear of record.

To the faithful performance of this agreement, we do hereby bind our heirs and successors to the date first above mentioned.

IN THE PRESENCE OF:

Howard G. Whitley 9-27-82
Howard G. Whitley, SELLER

Paul B. Zim

Donald R. Durham
Donald R. Durham, PURCHASER

Nancy Lee Ester

Bobbie N. Durham
Bobbie N. Durham, PURCHASER

(CONTINUED ON NEXT PAGE)