

Subject to the rights of the sellers to receive insurance proceeds under the terms of the preceding paragraph, should there be any fire or damage to the property herein, then either party shall have the option of terminating this agreement for a period of ninety (90) days following the date of the damaging event.

It is also agreed that ~~XXX~~ <sup>J.W. Johnson W.</sup> Bowen may alter or improve any part of the property herein without any additional payments assessed hereunder.

In the event of the death, disability, or other legal incapacity of Joyce Pye and Dunk Pye, then ~~XXX~~ <sup>J.W. Johnson W.</sup> Bowen shall have the express right within ninety (90) days of such death, disability, or legal incapacity of either (1) continuing under this agreement, or (2) satisfying the unpaid balance due under this agreement thereby requiring the execution and deliverance to them of a good and sufficient warranty deed under this agreement. Said Joyce Pye and Dunk Pye do hereby expressly bind their heirs, assigns and guardians forever to this agreement.

It is agreed that time is the essence of this agreement, and if said payments are not made when due thirty (30) days from last payment Joyce Pye or Dunk Pye shall be discharged in law and equity from all liability to make said deed, and may treat said ~~XXX~~ <sup>J.W. Johnson W.</sup> Bowen as a tenant holding over after termination, or contrary to the terms of this lease and shall be entitled to retain those monthly payments already made to Joyce Pye and Dunk Pye herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 5 day of April, 1983.

WITNESSES:

<u>Sandra Henderson</u>	<u>Dunk Pye</u> Dunk Pye Seller
<u>[Signature]</u>	<u>Joyce Pye</u> Joyce Pye Seller
<u>[Signature]</u>	<u>Johnson W. Bowen</u> <del>XXX</del> Johnson W. Bowen Purchaser
<u>Leonard Ledford</u>	

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