It is further agreed by the parties hereto that this Agreement is not to be recorded, and that no assignment or transfer of said Agreement or the right thereunder of the Buyers shall be valid and binding as against the Seller, unless the Seller shall consent in writing to such recording or assignment.

Buyer shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove same during the life of this Agreement, nor commit waste. No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

The property shall be conveyed subject to any state of facts an accurate survey may show; to covenants, restrictions and easements of record, if any; and to zoning regulations or ordinances.

It is mutually agreed by and between the parties hereto that the time of payment shall be an essential part of this Agreement, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, administrators, and assigns of the respective parties.

It is further agreed that if there is any default in the Agreement on the part of the Buyers, that the Buyers will pay to the Seller any reasonable attorney fee that the Seller might incur as a result of dispossessing or evicting the Buyer.

It is further agreed that the Buyers shall insure the above described premises in the amount of this Agreement and that the Seller will be entitled to the benefit of the insurance in the amount owed upon the contract. The Buyers shall pay all insurance premiums.

It is mutually agreed, which agreement is of the essence hereof, and further consideration herefor that each party forever releases and discharges the other from any and all claims, demands, charges or causes of action which they might have heretofore had against the other for any reason whatsoever; that the obligations contained herein shall represent the only legal obligation by and between the parties; and that the unpaid installments due hereunder are correct as stated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST: NORTH AMERICAN ACCEPTANCE CORPORATION (SEAL)

J. W. Harris, Assistant Secretary — J.T. Jones, Vice President

WITNESSES:

D. J. Conroy — (SEAL)

John Hunt — (SEAL)

STATE OF GEORGIA
COUNTY OF Fulton } SS.
On May 8, 1965 before me, the undersigned, a Notary Public in and for said State, personally appeared J.T. Jones known to me to be the Vice President, and J.W. Harris known to me to be the Asst. Secretary of the corporation within mentioned, known to me to be the persons to whom within instrument is made, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal.

(Seal)
Signature Norma Sweet
Name (Typed or Printed)
Notary Public in and for said State
Notary Public, Georgia State at Large
My Commission Expires

STATE OF
COUNTY OF } SS.
On before me, the undersigned, a Notary Public in and for said County and State, personally appeared known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and official seal.

(Seal)
Signature
Name (Typed or Printed)
Notary Public in and for said County and State

22318

at 12:27 P.M.

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