

5. As to the 8 acres reserved by seller, should she, or any subsequent title holders, subsequently subdivide and sell same to anyone other than members of her immediate family, such sales shall be subject to the general restrictions imposed by purchaser on the premises purchased by them from seller.

6. The tract purchased shall be subdivided by purchaser into residential lots and purchaser shall furnish seller with a copy of the plat; layout, grade and surface treat all streets shown on said plat; install water lines along said streets and extend said line to the 8 acre tract reserved by seller, with permission to seller to extend said line into her property at her own expense for the purpose of furnishing water to her home and to other homes constructed on said 8 acre tract. Said water line shall be extended to said 8 acre reserved tract within 30 days after written notice to purchaser that construction of a dwelling on said 8 acre tract has begun. Upon closing of this transaction not later than September 1, 1959, seller shall execute good, fee simple and marketable title to purchaser, free of liens or encumbrances, except for rights-of-way and easements of record affecting said property; purchaser shall thereupon pay on said purchase price the additional sum of \$9,000.00 and execute a note and mortgage to seller for the balance of the purchase price, same to bear interest at the rate of five per cent (5%) per annum, the principal of which shall be paid in five approximate equal annual installments. Taxes to be prorated as of date of closing.

7. From time to time, as lots from said subdivision may be sold, seller agrees to release said lots from the lien of said mortgage upon the payment of a sum equal to \$2,150.00 per acre to her, except that two lots each year shall be released

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