

of his death the said fair market value shall be determined in the manner hereinafter set forth. The said Bobby Joe Stott does hereby agree to purchase said real property upon the conditions hereinabove set forth.

3. That after the fair market value of the undivided one-half (1/2) interest in the property hereinabove referred to has been determined in one of the methods herein provided, the said Bobby Joe Stott shall be allowed a period of 90 days within which to make arrangements to secure the funds necessary to purchase the undivided one-half (1/2) interest of the said R.E. Brantley in the real property hereinabove referred to.

4. It is agreed between the parties hereto that the taxes for the year within which the sale is consummated and the premium for the insurance on the improvements situated upon said real estate, for the year within which the sale is consummated, shall be prorated between the seller and the purchaser as of the date on which the purchase price is paid.

5. It is understood and agreed between the parties hereto that in the event the said R.E. Brantley agrees to sell the lands hereinabove referred to during his lifetime to the said Bobby Joe Stott or in the event the undivided one-half (1/2) interest now owned by the said R.E. Brantley is sold to the said Bobby Joe Stott by the Executor of the Estate of R.E. Brantley or by his Administrator, successors or by his heirs, that a good marketable title will be conveyed to said undivided one-half (1/2) interest to the said Bobby Joe Stott free and clear of all encumbrances and free and clear of all liens of every nature, kind and description, except the lien for taxes for the year in which the sale is consummated that will be prorated as hereinabove provided.

6. That in the event the fair market value of the said undivided one-half (1/2) interest of the said R.E. Brantley can not be agreed upon, the fair market value of said interest

(Continued on next page)