

4. Upon payment of the purchase price in full, the Seller agrees to execute and deliver a good and sufficient warranty deed therefor.

5. It is agreed that time is of the essence in this contract and that if said payments are not made when due and after twenty (20) days' written notice, the Seller can declare the entire balance due and payable, and the Seller shall be discharged in law and equity, from liability to make said deed and may treat said Sue Pearl Johnson, as Tenant holding over after termination, shall be entitled to claim and recover, or retain, if already paid, the sum of \$600.00 per year for rent, or by way of liquidated damages or may enforce payment of said note.

In the event this contract is placed into the hands of an attorney for collection, the Purchaser agrees to pay a reasonable attorney's fee in addition to the outstanding balance due. Purchaser agrees to the terms of this Agreement.

This agreement is binding upon the Seller, his heirs and assigns, and upon the Purchaser and her heirs and assigns.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this twelfth day of May, 1970.

IN THE PRESENCE OF:

Thomas J. Carha

Doyle H. Beal (SEAL)
(SELLER)

Sue Pearl Johnson (SEAL)

Linda D. Forester

(PURCHASER)

(Continued on next page)