

be of the essence of this Agreement; and, that this Agreement, including all instruments referred to herein, constitutes the only Agreement between them; and, that no representations, oral or written, have been made by SELLERS, its agents or representatives, which are not set forth in this Agreement; and that this Agreement is subject to written acceptance by SELLERS AND PURCHASERS.

6. When PURCHASERS have paid all amounts due hereunder, SELLERS shall convey the Lot to PURCHASERS by good and sufficient Warranty Deed, subject to all easements, covenants, conditions and restrictions of record, real estate taxes for all periods following the date of execution hereof, governmental laws and regulations, and liens created or suffered by PURCHASERS.

7. If PURCHASERS fail to make the payments herein provided or fail to perform any other covenant to be performed by PURCHASERS, and such default shall continue for a period of sixty (60) days, SELLERS may, in addition to any other rights in law or equity:

(a) Sell property and proceeds will be applied as follows: Remaining principal, costs of sale, and reasonable attorney fee, with balance to PURCHASERS as their equity.

(b) Declare the entire unpaid balance of the Deferred Payment Price to be immediately due and payable and proceed forthwith to collect the same in the manner provided by law.

8. PURCHASERS will pay to SELLERS all costs and expenses, including reasonable attorney's fees, incurred by SELLERS in enforcing any provision hereof.

9. SELLER agrees and guarantees that usable and conventional well and septic tank may be installed as follows:

(a) At a cost not to exceed One Thousand Five Hundred and no/100 Dollars (\$1,500.00). If the cost exceeds this amount then the SELLER agrees to reimburse the PURCHASER for the excess, or

(b) If estimated costs for well and septic tank provided by qualified persons are excessive in costs as deemed by PURCHASER, then PURCHASER and SELLER will terminate agreement and SELLER will reimburse PURCHASER the total amounts paid toward purchase of said property, both principal and interest.

IN WITNESS WHEREOF, the parties hereunto affix their signatures, this

(CONTINUED ON NEXT PAGE)

0327

4328 W-2