

BOOK 1138 PAGE 420

presently used for truck repair, and a minimum of \$10,000 coverage on the frame and concrete block building presently used as a restaurant. Purchasers further agree that they will indemnify and hold harmless the Seller from any claims or losses whatsoever which may arise from the premises or their use or occupancy. Purchasers further agree that they shall be responsible for all repairs, upkeep and maintenance of the property, from the date of execution of this document.

Upon Purchasers making payment in full of the sum of \$55,000.00 within the specified period of time set forth above, and provided that Purchasers shall satisfactorily perform all other provisions of this agreement, Seller agrees that at the time of full payment, he will execute and deliver to Purchasers a general warranty deed conveying a fee simple interest in said property, free and clear of all liens and encumbrances; provided that such conveyance shall be made subject to all easements, rights of way and restrictions appearing of record or on the premises, as well as applicable zoning laws and ordinances, if any.

Suzanne H. New, wife of the Seller, by her execution of this document, agrees to renounce her dower interest in the aforesaid property at such time as the conveyance of said property may be called for under the terms of this agreement. This is the sole purpose for which Suzanne H. New executes this agreement, and she shall not be obligated under its terms in any other particular.

At his option, Seller may transfer title to the property described herein prior to full payment of the purchase price, in which event Purchasers

-3-

LEATHERWOOD, WALKER, TODD & MANN

0.429

4328 RV-2