

be kept in a state such that it is not in default of foreclosure. Lessor-Seller also agrees not to encumber the property.

6. CONTRACT CONDITIONAL UPON SALE OF LESSEE-PURCHASER OTHER PROPERTY: This contract contingent upon the Lessee-Purchaser being able to sell his other property located at 304 East Hillcrest Drive on or before September 30, 1981. If the property is not sold on or before the above date, this whole contract shall be null and void and none of the terms be in force or effect.

7. DEPOSIT AND EARNEST MONEY FOR SALE: The Lessee-Purchaser agrees to pay on ~~October 1~~ <sup>Sept 30</sup>, 1981, Twenty Nine Thousand (\$29,000.00) Dollars as security for the purchase of the property to be executed on October 1, 1982. This sum shall be held by the Lessor-Seller until the closing date of October 1, 1982; at the time of the closing the Twenty Nine Thousand (\$29,000.00) Dollars, plus One Thousand (\$1,000.00) Dollars that the Lessee-Purchaser agrees to pay at the signing of this Agreement shall be applied to the purchase price which the Lessee-Purchaser shall be given credit for at the time of closing.

8. DEFAULT: In the event of default by the Lessee-Purchaser where he willfully fails to close on or before October 1, 1982, the Lessor-Seller can keep the Thirty Thousand (\$30,000.00) Dollars earnest money deposit and that said amount will constitute liquidated damages. That in the event of default by the Lessor-Seller where he willfully fails to close on or before October 1, 1982, the Lessee-Purchaser will receive back his Thirty Thousand (\$30,000.00) Dollars plus Twelve (12%) per-cent interest.

9. FURNISHINGS AND FIXTURES TO BE LEFT WITH PROPERTY: The following items are to be left with the property during the period of the lease term and are to be sold with the property on or before October 1, 1982. These items are: all lighting fixtures; architectural items, e.g. shutters and window sashes not currently in use;

*WELLS  
M.B.B.  
CB*

*Witness  
CB  
D.O.*

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