

4. It is understood and agreed that this Bond for Title may not be assigned or assumed without prior approval by the Seller.

5. The Purchaser agrees that he will not apply or attempt to change the present zoning on the above described lots at any time until five (5) years after the date of death of India E. Pepper, or prior to the lots presently owned by India E. Pepper located across the street from the subject property are sold, whichever occurs first.

6. If the Purchaser desires to have a survey made of this property, it shall be solely at the expense of the Purchaser.

7. In the event the Purchaser desires to build a dwelling on any of the above-described property, it shall be on a one acre lot located in an area on the subject property suitable to both the Purchaser and Seller. In the event this occurs, the Purchaser shall pay to the Seller the sum of Six Thousand and No/100 (\$6,000.00) Dollars in addition to any other regular payments to be made by the Purchaser to the Seller, at which time the Seller shall deliver to the Purchaser a general warranty deed conveying all of her right, title and interest in and to this property. If a survey is necessary at that time, the costs shall be paid by the Purchaser.

8. Time is of the essence of this instrument, and upon failure of the Purchaser to make any payments within thirty (30) days after the due date hereof, and the Seller giving the Purchaser ten (10) days notice of this default by registered mail at the Purchaser's last known address, the Seller may immediately declare this contract terminated, retain all sums paid hereunder as rent and/or liquidated damages and be entitled to immediate possession of the premises.

9. Upon full compliance with all terms of this Bond for Title by the Purchaser, the Seller shall execute a deed conveying the entire property described above in fee simple by a general warranty deed with stamps affixed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of January, 1984.

IN THE PRESENCE OF:

India E. Pepper

India E. Pepper (SEAL)
INDIA E. PEPPER

Walter D. Hopper

Anna W. Blue

Steve Arnold (SEAL)
STEVE ARNOLD

Walter D. Hopper

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