

It is further understood that should it appear that the Seller has any individual rights to tap on to the main sewer line with respect to the lots being conveyed under this agreement, such rights shall, so far as the Seller is concerned, be deemed to be transferred to the Buyer.

The purchase price for the above lots shall be the sum of \$13,250, of which \$1,000 has been paid at the signing of these presents and that \$5,000 shall be paid at delivery of deed, and the remaining unpaid balance shall be secured by a purchase money mortgage bearing interest at the rate of six percent (6%) to be paid two years from date. The Buyer shall have the right to secure a release of any lot upon payment of \$1,000; provided that the mortgage is not in default. The Buyer shall have the right to anticipate the mortgage in any amount at any time, and should the mortgage be anticipated in full within sixty days of the delivery of the deed, then the Seller shall waive all interest.

The Buyer shall, simultaneously with the delivery of the deed, execute and deliver to the Seller an option giving the Seller the right to purchase Lot 93 at a price of \$925.00 on or before six months after the date of delivery of the deed, which option may be exercised by written notice to the Buyer at his business address, or by actual notice. Payment of the \$925.00 shall be made by credit to the purchase money mortgage. The Buyer shall further in said instrument agree not to begin construction of any improvements on Lot 93 until the expiration of the option.

Taxes shall be prorated at the time of the delivery of the deed. The Seller agrees to convey to the Buyer a good and marketable fee simple title free of any liens or encumbrances, except current taxes, rights of way of record, restrictive covenants, and easements shown on said plat.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 29<sup>d</sup> day of November, 1963.

Witness:

CHESTNUT HILLS NO. 1, INC.

Barbara M. Heston

BY W. P. Hughes, Inc.  
Seller

John C. Colman

John C. Colman  
Buyer

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