described property in fee simple, free and clear of all liens and encumbrances of record except for any restrictions or rights-of-way that might affect the subject property.

IT IS LASTLY AGREED that time is of the essence of this Agreement and that if said payments are not made when due, the Seller shall be discharged in law and in equity from all liability to make said deed and may treat said Purchasers as tenants holding over after termination, or contrary to the terms of a monthly lease, and the Seller shall be entitled to claim and recover, or retain, if already paid, the monthly payments referred to above as rental for the use of said property, or by way of liquidated damages, or the Seller may enforce the payments under this Agreement and the Seller may declare the entire balance due and payable, together with a reasonable attorney's fee and costs, should the Seller deem it necessary to turn the matter over to an attorney for collection or enforcement of this Agreement.

In Witness Whereof, the parties have hereunto set their hands and seals in duplicate this the day and year first written above.

In the presence of:

(SEAL)

James D. Calmer III

15-1979.