

It is further agreed that in the event the said Stone sells and conveys the 1.29 acres on the Earle Street lot or both on or before the 29th day of December, 1919, then the purchase price for said property so received shall be applied to the payment of mortgage indebtedness not exceeding Eighty-five Hundred Dollars and the remainder be paid on the purchase price of the said lot of Scott. That in the event said lot or lots are not sold on or by said date, then they are to be included in a mortgage to be second in priority as part security for the purchase price of the said Scott lot. In the event said lots are sold as above stated the purchase price received therefor shall pass through the hands of B. A. Morgan, attorney, and in the event it is desired that the mortgage as given this day by the said Stone, as aforesaid, be marked satisfied said Morgan is to hold the sum of Fifteen Hundred Dollars in lieu thereof.

It is further agreed that the said Stone shall procure and maintain at her expense insurance against fire on the 1.29 acre and Earle Street buildings in not less than Seventy-five Hundred Dollars, and if said policies are not assigned for the benefit of the first mortgage, they shall be assigned to the said Scott for his benefit as his interest may appear. It is further agreed that the Fifteen Hundred Dollar mortgage above referred to shall rank second in priority to any mortgage on the two said properties to the extent of Eighty-five hundred dollars.

It is further agreed that on or by January 1st, 1920, the said Scott will execute and deliver to the said Stone his deed and hereby convey to her the above described Augusta Street lot free from all incumbrance, provided the said Stone does

at the same time execute and deliver to him her two notes as follows: One for Seven thousand and five hundred Dollars, due one year from its date, and the other for the same amount, due two years from its date, both at the rate of six per cent per annum interest from their date until paid, payable semi-annually, and if not so paid to draw interest at the same rate as the principal until paid; also provide for ten per cent attorney's fees and further provide that if any interest or payment is not paid when due, the whole of said notes become due and payable at the option of the holder; that at the same time she will secure the payment of said notes by a first mortgage on the Augusta Street property and a second mortgage on the other two above properties named. That she will procure and maintain fire insurance on the buildings on said Augusta Street property and the buildings on the other properties all of said insurance to be obtained in the greatest amount that can be carried thereon and the policies of insurance be assigned to the said Scott for his benefit as his interest may appear. It is further agreed that possession of the Augusta Street property is not to be given before the 1st day of January, 1920. That time is of the essence of this contract and if the said Stone fails or refuses to perform the terms and conditions of this contract, that the note and mortgage for \$1500.00 shall nevertheless be paid or the \$1500.00 in cash that may be left in the hands of B. A. Morgan as aforesaid, be paid to the Scott as liquidated damages for the breach