

Page 2.

the Vendee shall not make any alterations or additions whatsoever in or to the buildings now on or hereafter to be erected on said property as hereinafter provided without the written consent and approval of the Vendor. In the event the Vendee shall desire any repairs or alterations to be made before title to said real estate shall have passed as hereinabove provided, other than those alterations, repairs, and additions, agreed to be made in accordance with the plans and specifications hereinafter referred to, the same shall be made at the expense of the Vendee, and the Vendor before giving its written consent thereto, as in this paragraph required, may at its option, require the Vendee to furnish an indemnifying bond to protect the Vendor against loss by reason of mechanics' and materialmen's liens.

6. The Vendee agrees to pay the Vendor, in addition to the purchase price for said real estate as hereinabove provided, the sum of two hundred twenty five dollars, (\$225.00) on the 1st day of February, 1936, and a like amount on the 1st day of each of the four (4) months thereafter ensuing, up to and including the 1st day of June, 1936.

7. The Vendee agrees to pay all costs for the repairs, alterations and additions to be made to said real estate as hereinafter provided in excess of the sum of thirteen thousand dollars (\$13,000.00) and upon the Vendee's failure so to do such excess, if any, may be paid by the Vendor, and thereupon, if paid by the Vendor, the said excess shall be added to the purchase price of said real estate and shall be repaid to the Vendor, with interest at the said rate, before the passing of title as hereinabove provided.

8. Subject to the terms of the next preceding paragraph the Vendor shall forthwith commence and carry on to as early a completion as good workmanship, will permit or cause to be commenced and carried on as stated, all the alterations, changes, additions, repairs modifications, and remodeling as will appear from and be incorporated in those certain plans and specifications which are hereto attached and made a part hereof, as fully as if now copied herein.

9. The Vendee may, at his option, and at his expense, close the windows and other openings in the wall of said premises adjoining the building owned by one Davenport, but it is understood and agreed that the Vendor shall pay all costs and legal expenses which may be incurred in the event any litigation shall arise in contest of the Vendee's right to close said windows and other openings.

10. The Vendor reserves and shall have the right to operate the building on said premises, to the extent that such operation shall not interfere with the alterations, plans, repairs, modifications and remodeling agreed to be made as provided in Paragraph No. 7, herein, until the 1st day of January, 1936, and shall be entitled to receive all rents therefrom which now have accrued or shall accrue to said 1st day of January, 1936, and there shall be no duty on the part of the Vendor to account therefor to the Vendee.

11. In the event the Vendee shall lease the said premises to Provence, Jarrard & Martin, Incorporated, upon satisfactory terms to be agreed on, the Vendor agrees to consent thereto, provided said lease, to better secure the covenants thereunder on the part of said Provence, Jarrard & Martin, Incorporated, shall include a lien on the printing plant of said Provence, Jarrard & Martin, Incorporated, and provided further the rights, thereunder of the Vendee, herein, the said H. H. Provence, including the said lien, shall be assigned to the Vendor, as additional security for the compliance of the covenants herein contained on the part of the Vendee; but it is expressly understood and agreed that upon the consent of the Vendor being given as in this paragraph provided, the Vendor shall reserve all rights in personam against the Vendee created and arising under this instrument as well as all in rem rights in and to the said real estate.

12. Should the Vendee insist on any objections to the title to, or conveyance of, said real estate which the Vendor may be unable or unwilling to remove or comply with, the Vendor may at any time, at its option, rescind this contract, in which event it shall refund to the Vendee the aggregate cash payments which at such time shall have been made on account of this contract and reimburse the Vendee for all amounts paid on account of taxes and assessments against said real estate, less, however, a sum equivalent to rent for the use of said real estate, namely; Three Hundred Fifty Dollars (\$350.00) per month, and the Vendee shall not be entitled to any further interest, damages or costs.

13. The Vendor, subject to the provisions of the paragraph next preceding, agrees at the proper time to furnish and pay for an examination of the title to said real estate and also a Title Insurance Policy issued by a company approved by the Vendor, insuring the fee simple title to said real estate and the validity of said purchase money lien as a first and superior lien thereon, and agrees to pay all attorney's fees and other costs and expenses incurred in consummating the exchange of the Warranty deed for the purchase money lien and the said note evidencing the balance of purchase price to be secured thereby, including the recording cost of the purchase money lien and the placing of all required State and Federal revenue stamps on said Warranty Deed, and the Vendee agrees to pay the recording cost of said Warranty Deed and the cost of placing all required State and Federal revenue stamps both on said note and purchase money lien.