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the same manner as if he were a tenant holding over after the expiration of his lease. Further, the Seller shall have the right, in the event of such default by the Purchaser, to pay such monthly installments due upon the note and mortgage in order to protect his interest, and any sums paid by him shall not constitute a waiver of any right to declare this contract null and void by reason of its breach by the Purchaser.

5. The Purchaser agrees to make diligent effort to obtain a loan as soon as practical so as to pay the Seller the balance due under this contract, provided, however, the Purchaser shall not be obliged to execute any note and mortgage for said purpose if the payments are in excess of Sixty Dollars (\$60.00) per month, or the interest in excess of Six (6%) percent. Provided further, should the Seller through his effort obtain a loan providing for payments not in excess of Sixty (60.00) Dollars per month, or interest not in excess of Six (6%) percent, then the Purchaser agrees to execute said note and mortgage when presented to him.

6. Upon the payment of the purchase price in full, the Seller agrees to convey the premises above described to the Purchaser, his heirs and assigns forever, free of encumbrances or lien. Should the Purchaser pay to the Seller the balance due to him, the Seller will convey the premises and permit the Purchaser to assume the balance due on his note and mortgage. The Purchaser is given the right to anticipate payment at any time.

IN CONSIDERATION of the covenants and agreements upon the part of the Seller the Purchaser agrees to purchase the premises above described, subject to the terms and conditions hereinabove set forth and to pay the purchase price in the manner hereinabove stipulated.

IN WITNESS WHEREOF the parties herein have hereunto set their hands and seals this 28th day of September, 1953.

Signed and sealed in the presence  
of:

C. S. Joy  
J. L. Joy

Walter Henth  
Seller

Wm Fred Cunningham  
Purchaser