

acceptable to the said Mildred E. Whitmire and/or Beverly Whitmire Zimmerman, said policy to be assigned to the sellers, in the event of loss, under said policy, proceeds of said insurance to be applied first to the balance due on this agreement, and any balance thereof to be paid to the purchaser.

IT IS FURTHER AGREED, by and between the parties hereto, that the purchaser shall pay all taxes against said property on a prorated basis to the date of the execution of this agreement, and to pay all taxes to become due and payable to the completion of this agreement.

IT IS FURTHER AGREED that time is of the essence of this agreement and if any payments are unpaid when due, then the said Mildred E. Whitmire and/or Beverly Whitmire Zimmerman shall be discharged in law and equity from all liabilities to make said deed, and may treat the said Malcolm Leopard as a tenant holding over after termination, or contrasted terms of this agreement and shall be entitled to claimant and recover, or retain all amount already paid as rent, or by way of liquidated damages.

IN WITNESS, WHEREOF *We* HAVE HEREUNTO SET *our* HAND(S) AND SEAL(S) THIS 15th day of September, 1966.

as to Mildred E. Whitmire

IN THE PRESENCE OF:

Ollie Zimmerman
Malcolm Leopard
MALCOLM LEOPARD

Glades P. Glenn

Mildred E. Whitmire (SPL)
MILDRED E. WHITMIRE

Beverly Whitmire Zimmerman
BEVERLY WHITMIRE ZIMMERMAN

Malcolm Leopard (seal)

Witness as to
Malcolm Leopard
Sworn & subscribed
before me this 15th day of Sept, 1966
Beverly Klyce,
Notary

Witnesses as to *Malcolm Leopard*:

- # 1. *E. J. Stator*
- Thyde G. Stator*

Witnesses as to *Beverly Whitmire Zimmerman*

Witness as to
Beverly Whitmire Zimmerman
Sworn to and subscribed
before me this 28th day of September 1966
O. K. Jefferson
Notary Public, Georgia, State at Large
My Commission Expires March 9, 1968.

- 1. *Louise Fitzpatrick*
- 2. *Ruth A. DeWester*

(CONTINUED ON NEXT PAGE)