

The parties hereto understand that there is a first mortgage on this property to Eleanor B. Dempsey in the amount of Three Thousand Five Hundred (\$3,500.00) Dollars which is recorded in Mortgage Book 1014 at Page 38, and a second mortgage to L. A. Mosely for Two Thousand Eight Hundred Fifty and No/100 (\$2,850.00) Dollars which is recorded in Mortgage Book 1063 at Page 506. The Sellers hereby agree that the price for the said property herein above stated does not include the assumption of the mortgages and that the Sellers will pay the mortgages according to their individual terms. In the event that the Sellers fail to make any of the above mortgage payments when due, it is agreed that the Purchasers can make the payments provided in this agreement to either of the said mortgage holders; that agreement by the first mortgage holder is a condition precedent to the validation of this contract.

The Sellers agree that upon payment of Three Thousand (\$3,000.00) Dollars upon the principal amount of this Contract and upon full performance by the Purchasers of the other covenants and agreements herein contained, that Sellers will execute to the Purchasers a general warranty deed conveying to the Purchasers, or such person or persons as they may designate, the above described property, subject to any existing and recorded rights of ways, set back lines, easements, and restrictions and free and clear of any other liens or encumbrances with exceptions of the two mortgages cited herein. The Purchasers will then assume up to Three Thousand (\$3,000.00) Dollars balance on the mortgages stated herein or a sum that will not exceed the balance due on this Contract or in the event that said mortgages have been paid off, will give the mortgage to the Sellers on the balance.

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