

It is understood that the Purchaser will procure a permanent loan on the above described property on or before March 1, 1968, and will pay the Seller the balance due on this Contract and further the Purchaser understands and agrees that he will bear the closing charges in connection with this loan.

This Contract shall be binding on the parties hereto, their heirs and assigns forever."

The terms of the original Contract, as set forth above, are hereby incorporated by reason of the fact that the original Contract was never recorded and the purpose of this Contract is for Thomas Earl Allen to assign all of his interest in the above Contract and property described therein to the undersigned, E. Douglas Patton and Kennon H. Patton. And, therefore, in consideration of the sum of Three Thousand and 00/100 (\$3,000.00) Dollars, receipt of which is hereby acknowledged, Thomas Earl Allen, does hereby assign, set over, bargain, sell and release unto E. Douglas Patton and Kennon H. Patton, their heirs and assigns, all of his right, title and interest in the above Contract and Lot No. 136, Eastdale Development, therein described, with the understanding that the sum of Thirteen Thousand, Seven Hundred Eighty-Nine and 60/100 (\$13,789.60) Dollars remains to be paid to Paul S. Goldsmith, as Trustee, under the original Contract.

Upon execution of the within document, the undersigned, E. Douglas Patton and Kennon H. Patton, do hereby accept the above assignment and do assume the obligations set forth in the above Contract, except as hereinafter modified.

Paul S. Goldsmith, as Trustee, by execution of the within document does hereby consent to the assignment of the Contract, subject to the following terms and conditions:

1. It is understood and agreed that the balance owed on said Contract, as of August 16, 1971, was Thirteen Thousand, Seven Hundred Eighty-Nine and 60/100 (\$13,789.60) Dollars.