

mutually agree, and furthermore, Barton agrees to pay to Bowie one-half of the fair market value of three (3) acres of land, being the difference between five (5) and two (2) acres as described in the July 17, 1969 agreement; the fair market value will be determined at the time of and simultaneously with the final satisfaction of both of the two (2) mortgages as described in the July 17, 1969 agreement or at such other time as the parties may mutually agree; and

WHEREAS, Barton agrees to buy and Bowie agrees to sell his undivided interest in and to a six (6) acre portion of the thirty-three (33) acre tract as shown on plat dated May 20, 1974 and prepared by Freeland-Jones & Associates, a copy of which is attached hereto and incorporated herein, for the sum of \$15,000.00; and

WHEREAS, the parties mutually desire to reduce to writing certain verbal agreements and understandings not set forth in the July 17, 1969, agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and the further consideration of Five and no/100 (\$5.00) Dollars paid each to the other, receipt of which is hereby acknowledged, the parties do hereby contract and agree to the following to be binding on themselves, their heirs, successors and assigns:

1. Bowie agrees to transfer all of his undivided interest in and to the dwelling house now occupied by Barton and five (5) acres of land surrounding same as shown on plat dated May 20, 1974 prepared by Freeland-Jones & Associates, a copy of which is attached hereto and incorporated herein, and Barton agrees to give Bowie a non-interest bearing note and mortgage in the amount of Forty Thousand and no/100 (\$40,000.00) Dollars covering this property, to be paid and satisfied in full by Barton simultaneously

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