

with the final satisfaction of both of the two (2) mortgages as described in the July 17, 1969 agreement and to pay Bowie one-half the fair market value of three (3) acres of land, as 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.

2. Bowie agrees to transfer all of 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 prepared by Freeland-Jones & Associates, a copy of which is attached hereto and incorporated herein, and Barton agrees to pay to Bowie at delivery of said deed the sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars.

3. The parties specifically acknowledge and agree that neither of the above transactions shall change or alter in any way the parties' individual and joint obligations to pay and satisfy, under the existing terms and provisions, the two (2) mortgages covering all or a portion of the thirty-three (33) acre tract as described in the July 17, 1969, agreement, and both Barton and Bowie shall continue to make equal payments toward satisfaction of same, furthermore, nothing contained herein shall alter or affect the parties' interest in the remaining approximately twenty-two (22) acres.

4. Barton agrees to pay Bowie the sum of Seventy-five and no/100 (\$75.00) Dollars per month beginning *August 1, 1969* and continuing each and every month until the mortgage in the amount of Forty Thousand and no/100 (\$40,000.00) Dollars given by Barton to Bowie and described above has been paid and satisfied in full, the exact amount due to be calculated as of the date of the satisfaction of said mortgage, or at such other time as the parties may mutually agree, less all reasonable expenditures for repairs and maintenance of the dwelling which has been paid and documented by Barton.

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