

*John*  
*Yarbrough*

monthly installments, set forth as follows: one hundred seventy-nine (179) equal monthly installments of Seven Hundred Thirty-Nine and 20/100 (\$739.20) Dollars each, payments applied first to interest then to principal, and a balloon payment at the end of the one hundred eightieth (180th) month for the remaining balance. The first installment shall be due on ~~December 15, 1979~~ <sup>January 5, 1980</sup> and all subsequent installments shall be due on the ~~fifteenth~~ <sup>fifth</sup> day of each month thereafter until paid in full with the interest being at nine (9%) per cent per annum. The Purchasers shall have the right to anticipate payment in full or in part at any time without penalty.

Upon full payment of the purchase price and interest as provided above, the Seller agrees to convey this property to the Purchasers by general warranty deed, free of encumbrances or lien.

*A.N.M.*

The Purchasers agree to pay the annual taxes assessed against the within described property, together with all assessments of any nature levied or charged against the within described property.

In consideration of the covenants and agreements on the part of the Seller, the Purchasers agree to purchase said property and to pay the purchase price, interest and taxes in the manner stipulated above.

Time is of the essence of this Agreement, and upon the failure of the Purchasers to make any payment under this Agreement when due, the Seller may immediately declare this contract terminated, retain all sums paid hereunder as rent and liquidated damages, and be entitled to immediate possession of the premises as in the case of a defaulting tenant at will. In the event this contract is placed in the hands of an attorney for collection, the Purchasers agree to pay a reasonable attorney's fee together with all costs of collection.

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