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estate company shall obtain the sum of One Hundred Thirty (\$130.00) Dollars at the execution of this agreement with the balance payable by seller in the amount of One Hundred Sixty Five (\$165.00) Dollars per month as seller receives monthly payments from purchaser. However, in any event, the remaining balance, if any, of the real estate commission shall be due and payable by seller in full to said realty company at such time as purchaser makes the additional Five Thousand (\$5,000.00) Dollar payment and the deed, note and mortgage are executed and delivered.

- (12) In the event of default by purchaser the payment of the purchase price as specified herein, and the seller re-takes possession of the premises, the purchaser agrees to surrender the premises in as good a state and condition as it was at the commencement of this agreement, reasonable and normal use, wear and tear thereof accepted.
- contract expresses the entire agreement between the parties and all previous oral, verbal or written terms and conditions are merged herein. Further, this agreement may be enforced by either party by specific performance. Any modification or alteration of this agreement must be in writing and signed by all parties hereto. This agreement shall be binding upon the undersigned and their respective heirs, executors, administrators, successors and assigns forever. Time is of the essence.

WITNESSES

Michael P. Woods, Seller

SOUTHERN STAR COMMODITIES, A PARTNERSHIP

BY (SEAL Hiram J. Branton, Partner

BY: Jarry D. Blanton, Partner

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Steven D. Blanton, Partner

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