

WILLIAMSON COUNTY
TENNESSEE

of EAGAN, Clark

County, State of

dated May 11, 1956

County, State

hereinafter called "Vendor", the person or persons hereinabove described, under this

Contract of Conditional Sale, the terms and conditions of which are as follows, to wit:

1. The property so new and shall remain the absolute property of the Vendor until after the full payment of the purchase price, including interest, insurance and all other charges. The purchase price of said property, exclusive of interest, insurance and other charges is the sum of \$ 3000.00 plus insurance and other charges, making a total purchase price of \$ 3000.00, of which

\$ 1000.00 has this day been paid, and the balance of the total purchase price in the sum of \$ 2000.00

shall bear interest at the rate of five per cent per annum and shall be paid as follows:

\$ 107.00 on June 30, 1956 and a like payment on the 10th day of each month thereafter until the full purchase price and interest is paid in full and which payment includes interest, PROVIDED that no payment be required for

months of January, February & March. Said payments to be applied in accordance to the date of its payment, then on account of principal, and upon full payment of said principal and interest, according to the terms hereof, the title to

said property shall vest in the Vendee.

2. Delivery of the property is made this 1st day of May, 1956 and the Vendee shall have the use of said property while this contract is in full force and effect, and in consideration thereof, the Vendor agrees not to sell, encumber or in any manner dispose of all or any part of said property,

or to any manner remove any of said property from Skamania County, Washington, without the written consent of the Vendor, or, until this contract is fully performed; to pay the premium on any policy of fire or other insurance which the Vendor may take out for his protection in paying all taxes upon any part of said property. And Vendee further agrees that the loss, damage or destruction of all or any part of said property shall not constitute a breach of condition. Vendee to place \$300.00 deductible insurance on said property.

3. This is the essence hereof, and in case the Vendee shall fail to make any of said payments, either

principal or interest, as the same becomes due and payable, or shall make default in the performance of any of the covenants or conditions hereof, the Vendee at his election, may immediately and without notice terminate this contract, and the rights of the Vendee to purchase said property thereunder, and thereupon take immediate possession of said property, with or without process of law, and in such event all sums paid herunder by the Vendee shall be retained by the Vendor as rent for the use of said property, and the Vendee's rights under this contract shall be forfeited.

4. Any extension of time of payment and the acceptance of a payment subsequent to the time the same becomes due, or any failure of the Vendee to promptly enforce any other breach of this contract by the Vendee, shall not be construed as a waiver on the part of the Vendor of the strict performance of all the covenants herein contained, and the Vendor may, nevertheless, without notice, enforce the performance of the contract by a termination thereof as herein provided upon any breach by the Vendee of any of the covenants herein contained, or upon failure to make prompt payment according to any extension made.

In witness whereof, the parties hereto have caused these presents to be executed this

1st day of

May

, 1956.

James C. Gifford
James C. Gifford