Pg. 5 Personal Property & Personal Services Sales Contract - Dean A. & Mary Jane NYGAARD

- 6. ACCEPTANCE OF PERSONAL PROPERTY AND SERVICES—The OWNERS agree to accept the wood frame structure as a formal written attachment to this agreement, provided that all the services stipulated are fully completed. Upon this written acceptance the personal property of the HOUSING AUTHORITY, the described wood frame structure, shall become the real property of the OWNERS and shall be duly recorded in the appropriate city and county records. Prior to acceptance of the personal property of the HOUSING AUTHORITY, during the time the wood frame structure is located on the real property of the OWNERS, the OWNERS accept full responsibility to insure the security of the property against vandalism of any type whatever. The HOUSING AUTHORITY shall not be responsible for repairs or replacements of items that are either stolen or destroyed through vandalism. The HOUSING AUTHORITY will cover the wood frame structure with fire insurance.
- 7. ADDITIONAL SERVICES It is hereby mutually agreed that the HOUSING AUTHORITY shall have overall control and direction of all srevices inculded herein. Any services directed by the OWNERS shall be the full liability of the OWNERS.
- 8. DEFAULT Shall for any reason the OWNERS fail to comply with the terms of this agreement or payments as provided herein, the HOUSING AUTHORITY shall upon its substantial performance, notify the OWNERS of said default. The OWNERS shall be afforded a two week period, fourteen calender days, to comply with the terms of this agreement upon written notice of default. Substantial performance shall be defined to mean, on-site placement, contract arrangements, construction of foundation for the permanent placement of the house on the OWNERS real property.

Should default notification occur after the HOUSING AUTHORITY'S personal property is lowered and secured to the new foundation and the OWNERS fail to being themselves into compliance as specified in writing, the OWNERS agree to assign and deed the above described real property, Lot 20, Block 6, Plats of Relocated North Bonneville, to the HOUSING AUTHORITY as damages for said default.

IN WITNESS WHEREOF, the named parties have caused this agreement to be executed by their proper officers or as individuals (in the case of the OWNERS) this 2101 day 1978.

CORPERATIONSING AUTHORITY SIGNATURES

OWNERS SIGNATURES

Paul N. FRYE, Chairman

Dean A. NYGAARD

Attest:

Vi CHASE, Secretary/Treasurer

Mary Jane NYGANRB