

THEREFROM, ONE ACRE IN A SQUARE, FROM AND OUT OF THE SOUTHWEST CORNER OF SAID TRACT OF LAND AND A RIGHT OF WAY TEN (10) FEET WIDE ALONG THE WEST SIDE/ FROM OF SAID LAND THE STATE ROAD TO THE NORTH SIDE OF SAID ONE ACRE TRACT, LYING SOUTH AND WEST OF THE CENTER OF THE COUNTY ROAD AND OF A CREEK WHICH IS THE OUTLET OF FIFER'S SPRING; ALSO A TRACT CONTAINING ONE-HALF ACRE JOINING SAID TRACT AT THE NORTH-EAST CORNER THEREOF AND LYING AND BEING BETWEEN THE EAST BOUNDARY OF SAID TRACT AND THE COUNTY ROAD, THE SOUTH LINE OF WHICH LAST DESCRIBED TRACT RUNS DUE EAST AND WEST; THE TRACT AFFECTED BY THIS CONTRACT CONTAINING FOUR AND ONE-HALF ( $4\frac{1}{2}$ ) ACRES MORE OR LESS. RESERVING A  $\frac{1}{2}$  INTEREST IN SAID SPRING, AND RIGHT TO INSTALL AND MAINTAIN PUMP AND PIPES TO CONVEY SAID WATER TO GRANTOR'S ADJACENT PROPERTY FOR THE SUM OR PURCHASE PRICE OF TWO THOUSAND (\$2,000.00) DOLLARS WHICH SECOND PARTY AGREES TO PAY TO THE FIRST PARTY WITH INTEREST AT THE RATE OF SEVEN (7%) PER CENT PER ANNUM, PAYABLE ANNUALLY, IN MANNER FOLLOWING TO-WIT:

THREE HUNDRED FIFTY (\$350.00) DOLLARS IN CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED; THE SUM OF AT LEAST THREE HUNDRED (\$300.00) DOLLARS ON OR BEFORE THE 15TH DAY OF OCTOBER, 1920; THAT ON OR BEFORE THE SAID 5TH DAY OF OCTOBER, 1920, UPON RECEIPT OF SAID PAYMENT OF THREE HUNDRED (\$300.00) DOLLARS OR MORE, TOGETHER WITH INTEREST THEN DUE AS AFORESAID, THE PARTY OF THE FIRST PART AGREES TO MAKE, EXECUTE AND DELIVER TO THE PARTY OF THE SECOND PART A GOOD AND SUFFICIENT WARRANTY DEED TO THE PROPERTY ABOVE DESCRIBED, HEREIN AGREED TO BE CONVEYED, UPON THE EXECUTION AND DELIVERY TO THE PARTY OF THE FIRST PART OF A PROMISSORY NOTE IN HER FAVOR FOR THE BALANCE OF THE PURCHASE PRICE HEREIN SIGNED BY THE PARTY OF THE SECOND PART AND CARRIE E. GREINIA, HIS WIFE, DUE FOUR YEARS AFTER DATE WITH INTEREST AT SEVEN (7%) PER CENT PER ANNUM, SECURED BY A FIRST MORTGAGE IN FAVOR OF THE PARTY OF THE FIRST PART, ON THE HEREINABOVE DESCRIBED LAND, OF EVEN DATE THEREWITH, DULY EXECUTED BY THE PARTY OF THE SECOND PART AND SAID CARRIE E. GREINIA, HIS WIFE.

AND IN ADDITION THERETO THE PARTY OF THE SECOND PART AGREES TO PAY ALL TAXES AND OTHER PUBLIC CHARGES WHICH MAY HEREAFTER BECOME LIENS ON SAID PROPERTY, PROMPTLY BEFORE DELINQUENCY, AND THAT HE WILL, UPON DEMAND THEREFOR, KEEP THE BUILDINGS NOW UPON, OR WHICH MAY BE ERECTED UPON SAID PROPERTY, INSURED AGAINST FIRE IN THE SUM OF TWELVE HUNDRED (\$1200.00) DOLLARS IN SOME FIRE INSURANCE COMPANY SATISFACTORY TO SAID FIRST PARTY WITH LOSS, IF ANY, PAYABLE TO SAID FIRST PARTY AS TO HER INTEREST MAY APPEAR.

AND IT IS UNDERSTOOD AND AGREED BETWEEN THE SAID PARTIES THAT TIME IS THE ESSENCE OF THIS CONTRACT AND IN CASE THE SECOND PARTY SHALL FAIL TO MAKE THE PAYMENTS ABOVE NAMED, OR FAIL TO MAKE, EXECUTE AND DELIVER TO FIRST PARTY THE NOTE AND MORTGAGE AS HEREINABOVE STATED, PUNCTUALLY WITHIN TEN DAYS OF THE TIME LIMITED THEREFOR OR FAIL TO KEEP ANY AGREEMENTS HEREIN CONTAINED, THEN THIS CONTRACT SHALL, AT THE OPTION OF THE FIRST PARTY, BECOME NULL AND VOID AND ALL RIGHTS AND INTERESTS CREATED OR THEN EXISTING IN FAVOR OF THE SECOND PARTY AS AGAINST THE FIRST PARTY HEREUNDER OR TO ANY PAYMENTS THERETOFORE MADE HEREON, SHALL UTTERLY CEASE AND DETERMINE AND THE RIGHTS TO THE POSSESSION OF THE PREMISES ABOVE DESCRIBED AND ALL OTHER RIGHTS ACQUIRED BY THE SECOND PARTY HEREUNDER SHALL REVERT TO AND REVEST IN SAID FIRST PARTY WITHOUT ANY ACT OF