

agree that notice to creditors of the estate of George Lewis Etzler will not have expired until March, 1957 and that if, for any reason, the Purchasers should desire not to take title until after the notice to creditors of the estate of George Lewis Etzler has expired, this contract shall not be invalid for said reason but settlement shall be postponed until such time, upon the request of the Purchasers.

SIXTH: The Purchasers shall have the right of possession pending settlement for the planting of fall crops, and any crops so planted are done so at the entire risk of the Purchasers, in the event of the failure of the Court to ratify the sale herein made.

SEVENTH: Upon settlement in full, the Sellers agree to pay to 120 Realty Company a commission of 5% of the sale price as commission for sale. In the event said sale is not consummated on account of the failure to obtain approval of the Court, or for any other reason which is not the fault of the Purchasers, then and in that event the down payment herein made shall be returned to the Purchasers and 120 Realty Company will waive any right to commission.

Witness the hands and seals of the parties to this agreement.

Witness as to all:

(S) Richard E. Zimmerman

(S) Alice I. Etzler (SEAL)
Alice I. Etzler (individually)

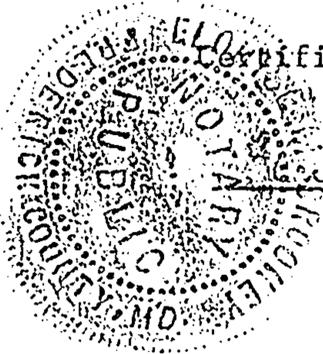
SILAS W. ETZLER

(S) Silas W. Etzler by Alice I Etzler (SEAL)
Alice I. Etzler, Next-of-Friend
SELLERS

(S) Kenneth H. McGrew (SEAL)
Kenneth H. McGrew

(S) Vivian H. McGrew (SEAL)
Vivian H. McGrew

PURCHASERS



Certified true copy.

Carrie M. Brantley

Filed October 22, 1957