

(c) That reference is made to another Contract of Sale bearing even date by and between Carrie M. Warner, widow of Charles A. Warner, as Vendor, and Glen K. Willard and Mable May Willard, his wife, as Vendees, which together with this agreement shall be construed as a single agreement and not separable.

The Vendors shall pay for the preparation of the deed, including the Federal Revenue Stamps to be affixed thereon. The Vendees shall pay for any title examination, costs of financing, if any, and recordation of the deed and other papers pertinent thereto.

Title to be good and merchantable; otherwise sale shall be void and the payment made at the signing hereof returned to the Vendees.

The Vendees covenant and agree with the Vendors to pay the balance of purchase money as above set forth, and on failure to do so the said Vendors shall have the right to enforce the same by any lawful measure and retain the cash payment on account of the purchase money made at the signing hereof as above mentioned; or at the option of the Vendors, after five days' written notice from the Vendors to the Vendees (which notice shall be sufficient if mailed to the Vendees' post office address last known to the Vendors), Vendors shall have the right to treat this contract as null and void and retain the said cash payment as liquidated damages for the Vendees' breach of this contract; the time hereinbefore mentioned for the payment of the balance of said purchase money being of the essence of this contract.

This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto interchangeably set their hands and seals to this and two carbon copy duplicate originals hereof this 23rd day of July, 1948.

TEST:

Charles D. Gardner Jr.  
Charles D. Gardner Jr.

Charles D. Gardner Jr.  
Charles D. Gardner Jr.

Charles D. Gardner Jr.  
Charles D. Gardner Jr.

James T. Hays  
James T. Hays

Carrie M. Warner (SEAL)  
Carrie M. Warner

C. Anderson Warner (SEAL)  
C. Anderson Warner

Laurean H. Warner (SEAL)  
Laurean H. Warner

Margaret Warner Hays (SEAL)  
Margaret Warner Hays

"Vendors"

Charles D. Gardner Jr.  
Charles D. Gardner Jr.

Charles D. Gardner Jr.  
Charles D. Gardner Jr.

Glen K. Willard (SEAL)  
Glen K. Willard

Mable May Willard (SEAL)  
Mable May Willard

"Vendees"

Filed August 8, 1949