

whatsoever shall be moved onto this lot from other locations.

(B) This lot or any part thereof shall never be sold or rented to, or occupied by any person or persons of African descent, commonly known as negroes, except that the building of servants' house to be used by servants of owners or lessees of this lot shall not be considered as any breach of this condition.

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(C) No residence shall be built on this lot that cost less than Ten Thousand Dollars (\$10,000.00) including subsidiary buildings and improvements constructed on the lot: no building or any part thereof, except steps or entrances or approaches without roof, shall be built or extended within thirty (30) feet of the *front lot line or closer than fifteen (15) feet of the* side street line, and no garage, servants' house or other subsidiary building shall extend within ninety feet of the front lot line or within thirty (30) feet of the side street line.

3. The first party shall pay all general and ad valorem taxes for the year 1923 and all prior years, and shall pay all special taxes or assessments (should there be any) becoming delinquent on or before the date of this contract. The second party hereby agrees and obligates himself to pay all taxes and assessments of any kind whatsoever, subsequent to those agreed to be paid by first party.

4. In the event of the sickness of second party, rendering him unable to follow his employment or business and upon the furnishing by second party to first party of a certificate of a reputable physician, to establish this fact, then the monthly payments above mentioned shall be suspended for a period of not to exceed three months in one year.

5. If the second party should desire to erect any improvement on said property before receiving his deed to the same, the seller may issue a written permit to erect a residence thereon to conform to the building restrictions as above set out. The second party is hereby restricted from erecting any improvements on said property until he receives his deed to the same or such consent is given and for violation hereof the first party may exercise the option to it as specified in paragraph 6.

6. If the second party shall fail to pay the monthly installments as herein provided, or shall fail to pay the taxes and assessments herein assumed by him, or shall violate any of the conditions and restrictions or agreements herein set forth, prior to receiving his deed, the time of payment of installments and taxes and performance of the conditions hereof being the essence of this contract, then the first party shall have the right either to declare immediately due and payable the entire balance of the purchase price and tender abstract and deed of general warranty showing perfect title in first party and conveying the same to second party, or the first party may declare this contract null and void and all rights and interests hereby created, or then existing in favor of the second party, shall utterly cease and determine and the premises hereby contracted for and the possession thereof shall revert to and revest in the first party without any act of re-entry or declaration of forfeiture, or the act to be by first party performed, as absolutely, fully and perfectly as if this contract had never been made, and all payments theretofore made by second party shall be retained by first party as a further consideration for this contract and as rental for the use of said property. No failure or delay on the part of the second party to exercise the rights set out in this paragraph at the time of any default shall operate as a waiver of its right to exercise these powers at any other time it may desire, provided it has not received the benefits under this contract in the mean time.

7. All the terms, covenants and agreements between the parties hereto respecting the sale and purchase of the aforesaid property are set out herein, and no other promises, statements or representations shall be binding on the parties hereto, however, all the terms and agreements hereof shall be binding in every respect upon the parties hereto, their heirs, executors, administrators and assigns.