

^{date} hereof on each and all said deferred payments, signed by Mrs. Josie Mitchell, and made payable to J. R. Gress, or order.

And it is mutually agreed by and between the parties hereto as follows:

That the said party of the second part shall have the possession of said premises and use thereof, And to commit no waste or suffer any to the premises to be committed, and to pay all taxes and assessments of whatsoever nature which are now due or may become due on the premises above described from date hereof, and to keep all fences, buildings, and improvements thereon in good condition as they now are, usual wear and tear and damage by the elements, excepted,

That this contract shall, in case of death of either party, or legal disability of either party, to be binding upon the heirs, executors, administrators and assigns or other legal representatives of said deceased or legally disabled party.

That any failure on the part of the said second party to faithfully keep and perform each and all of the covenants and conditions and agreements, or to make any of the payments at the time and in the manner specified, shall render this contract void at the option of the said first party and he may retain all payments made as rent and liquidated damages, and recover immediate possession of the premises.

And it is hereby mutually understood and agreed by and between the parties hereto that time ^{is} of the essence of this contract, and in case said second party shall fail to make payments hereinbefore specified, or any of them punctually upon the terms and times above stated, or shall fail to pay the taxes and assessments that may be levied and assessed against said premises, before the same shall become delinquent, then this contract, as aforesaid shall so far as may be binding upon first party, become absolutely void, and the rights of said second party shall cease and determine, and the said first party shall have the right to immediate possession of said premises upon the failure of the said second party to comply with the terms of this contract, and said first party may enter upon said premises and take immediate possession thereof, together with all improvements thereon. And it is further mutually understood and agreed that in case party of the second part shall fail to comply with the terms of this contract that any improvements placed upon said land by him during the existence of this contract, shall belong to said first party as liquidated damages and compensation for his failure of second party to comply with this contract.

And it is further agreed by and between the parties hereto that said second party shall keep the buildings on said premises insured for the sum of \$1000.00 for the use and benefit of said first party, and that any insurance now held by said second party on said premises shall be assigned by said first party. And it is further agreed that should second party not perfect said insurance or assign the now existing policy, or to pay promptly the insurance premiums when due, then this contract shall end, and first party shall be entitled to immediate possession of the said premises, at the option of said first party.

That upon full and complete payment as above specified, and fulfillment of each and all the conditions, covenants and agreements herein by said second party, her heirs, administrators, executors, the said first party, his legal representatives, shall execute and deliver by good and sufficient warranty deed, the real estate above described, and to furnish said second party with a complete abstract of title, and said first party hereby undertakes and agrees to guarantee the title at the time of said proposed delivery, except as to any encumbrances incurred by said second party.

In witness whereof, said parties ^{have} hereunto set their hands this 4th day of November, 1924.

Witnesses:

J. R. Gress, First Party,
Mrs. Josie Mitchell, Second party.

RECORDED BY
PS. J. H.