

Township 20 North, Range 13 East, described as: Beginning at the Southwest corner of the said Southeast quarter, thence East along the South line of the Southeast quarter a distance of 1316 feet to a point, thence North 00 and 4" west, a distance of 804.94 ft. to a point, said point being on the Frisco's Southerly right of way line, thence South 63 degrees 00 West, along the South line of the Frisco's right of way to a point on the West line of the Southeast Quarter, thence South a distance of 134.4 ft. to the point of beginning containing 14.19 acres, more or less, and

WHEREAS, the total consideration for said property agreed to be paid unto the first parties by the second party is the sum of \$9,933.00 which sum includes both the down payment of \$1500.00, and the amount covered by the first mortgage on the property in the sum of \$8,433.00, this day executed by the second party unto the first parties, and

WHEREAS, the title to said land is clouded by an unreleased coal mining lease thereon, originally executed to H. C. Coats and Joseph A. Gill, and now claimed by the Caloris Coal Company and others through assignment, and

WHEREAS, the first parties agree to have said coal mining lease cancelled of record against said land.

NOW, THEREFORE, for and in consideration of the sum of One (1.00) Dollar, and other valuable considerations in hand paid by each of said parties unto the other party, the receipt of which is hereby acknowledged, it is hereby stipulated and agreed between the parties hereto as follows:

First. That the first parties shall immediately institute suit against all parties claiming any right, title, or interest in and to said land, by, through, or under the coal mining lease hereinabove described, and that they shall prosecute said suit with diligence until said lease is properly removed as a cloud on the title to said land, or until the same is decreed to be valid and subsisting by the court of final jurisdiction in said cause.

Second. That it is agreed that until the first parties have had said lease cancelled through such legal proceedings the second party shall not be liable to pay unto the first parties the final sum of \$2,000.00 of the purchase price for said land, as evidenced by the final payments due under the mortgage hereinabove described, it being agreed between the parties that in the event such lease cannot be cancelled of record against said premises, the said sum of \$2,000.00 shall be, and hereby is declared to be liquidated damages that the second party shall suffer by the presence and continuance of said lease on said land.

Third. That if the first parties succeed in having the said coal mining lease removed as a cloud on the title to said premises the second party shall pay unto the first parties the full purchase price for said land, namely, \$9,933.00, otherwise the full consideration or purchase price for said property shall be the sum of \$7,933.00, and in either event, on the payment of the said total amount of \$9,933.00 or \$7,933.00 respectively (which shall include the first money paid and the interest on the deferred payments) paid unto the first parties by the second party, the second party shall then be entitled to an absolute release of the mortgage hereinabove mentioned, free and clear of all liens, claims, or demands of the first parties.

Fourth. It is further agreed that the mortgage on said premises now held by L. W. Clapp, and appearing of record in the total amount of \$1800.00, and which has been reduced to the sum of \$1200.00 shall be fully paid by the first parties within one year from the date hereof, and that upon their failure to pay the same within the time specified, the second party may pay the remainder due thereunder out of the monthly payments due the first party under the first mortgage hereinabove referred to, and that such payments shall apply on the purchase price for said land.