

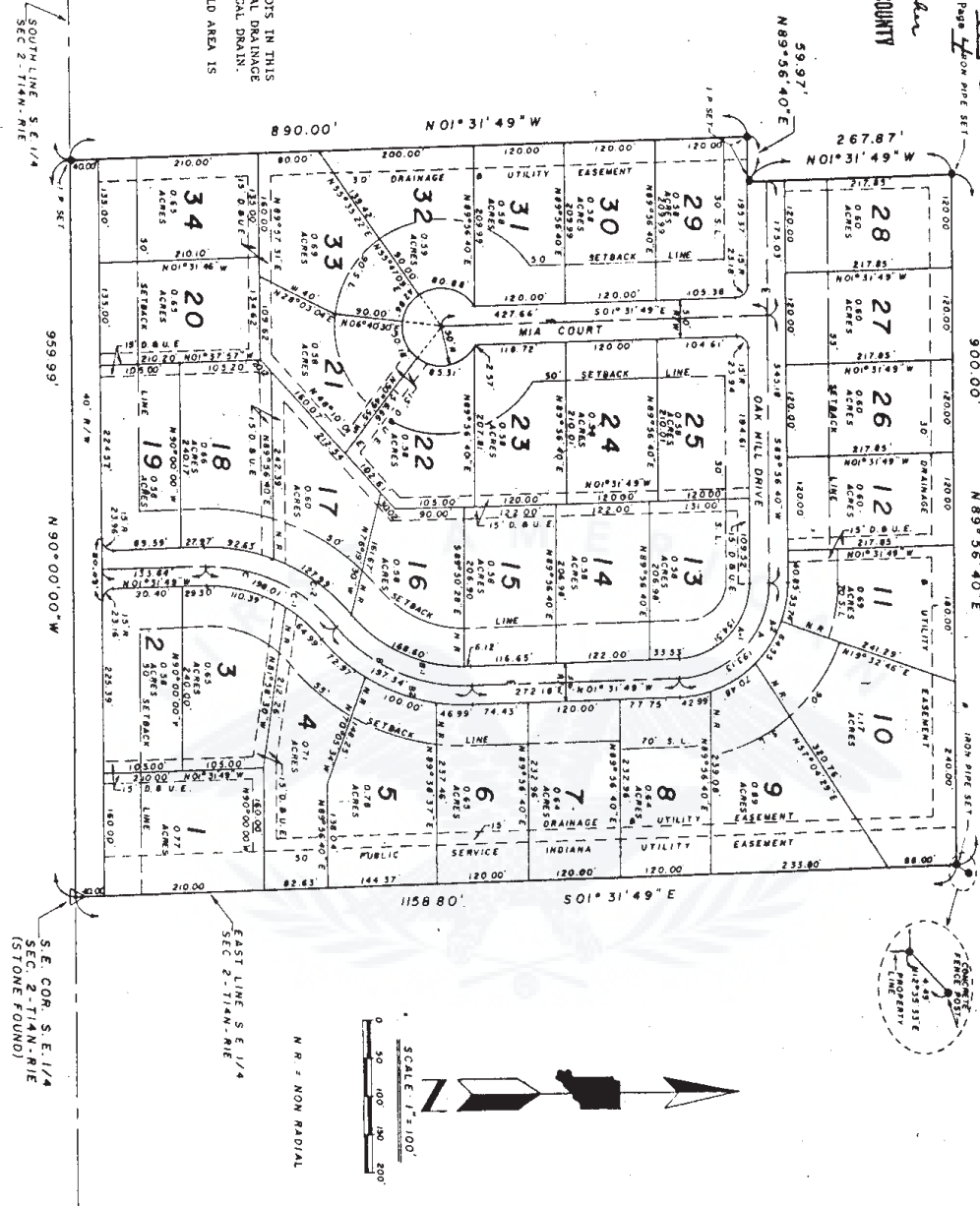
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 ENTERED FOR RECORD
 BOOK 2 MAR 28 1974
 Page 7 FROM PRE SET

Mary Margaret O'Brien
 REORDER HENDRICKS COUNTY

Duly entered for taxation this 28th
 day of March 1974
 Mary Jane Heatheris
 AUDITOR HENDRICKS COUNTY

HADLEY ACRES

SECTION ONE



NOTICE IS HEREBY GIVEN THAT THE LOTS IN THIS SUBDIVISION ARE INCLUDED IN A LEGAL DRAINAGE SYSTEM AND ARE SUBJECT TO SAID LEGAL DRAINAGE SYSTEM PER BEDROOM. 225 SQUARE FEET OF ASSORPTION FIELD AREA IS REQUIRED PER BEDROOM.

CERTIFICATION AND DESCRIPTION OF "HADLEY ACRES, SECTION ONE"
 I, THE UNDERSIGNED, BEING DULY AUTHORIZED AND LICENSED AS A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR WITHIN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THE ATTACHED PLAT AND SURVEY OF "HADLEY ACRES, SECTION ONE" IS SITUATED IN CULVERD TOWNSHIP, HENDRICKS COUNTY, INDIANA, AND IS A TRUE REPRESENTATION OF A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 14 NORTH,

HENDRICKS COUNTY
 ENGINEER
 THIS PLAT HAS BEEN
 REVIEWED AND IS
 HEREBY RELEASED
 FOR RECORDING.
 DATE: 3-28-74
 BY: A.S. Jones

William C. Jones
William C. Jones

Linda C. Jones
Linda C. Jones

Ronald W. Kubb
Notary Public

STATE OF INDIANA)
) SS
COUNTY OF HENDRICKS

Before Me, a notary public, in the for said county and state,
personally appeared William C. Jone and Linda C. Jones, husband and wife,
and acknowledged the execution of the attached instrument as their free
and voluntary act and deed.

Whitness My Hand and Notarial Seal this 20th days of March 1974,
My Commission Espires *August 31, 1977*

Ronald W. Kubb
Notary Public

12647

"HADLEY ACRES" RESTRICTIVE COVENANTS

ENTERED FOR RECORD
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PAGE 127

Mary Margaret Cannon
RECORDER HENDRICKS COUNTY

THE UNDERSIGNED, GIBBS, SALSAMAN, AND CRAIG, DEVELOPERS, AS OWNERS AND PROPRIETORS
OF "HADLEY ACRES, SECTION ONE" LOCATED IN GUILFORD TOWNSHIP, HENDRICKS COUNTY, INDIANA,
DO HEREBY THIS INDENTURE, RESTRICT AND COVENANT THE LOTS AND OTHER AREA WITHIN THE
BOUNDARIES IN SAID SUBDIVISION TO THEMSELVES AND THEIR GRANTEEES, ASSIGNS, SUCCESSORS,
HEIRS, OR LEGAL REPRESENTATIVES, AND TO ANY PERSON, PERSONS, CORPORATIONS, BANKS, AND
ASSOCIATIONS AND/OR ANYONE WHO MAY OBTAIN TITLE TO SAID LOTS AS TO THE FOLLOWING TERMS,
STIPULATIONS, CONDITIONS, RESTRICTIONS, AND COVENANTS TO-WIT:

- (1) **FULLY PROTECTIVE RESIDENTIAL AREA:** THE FOLLOWING COVENANTS, IN THEIR ENTIRETY SHALL APPLY TO ALL OF "HADLEY ACRES, SECTION ONE", SAID SUBDIVISION BEING LOCATED IN GUILFORD TOWNSHIP, HENDRICKS COUNTY, INDIANA.
- (2) **LAND AND BUILDING TYPE:** NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES, NOR SHALL ANY LOT BE SUBDIVIDED. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A PRIVATE ATTACHED GARAGE FOR NOT MORE THAN FOUR CARS. IN THE EVENT THE PURCHASER SHOULD BUY TWO LOTS WITH THE PURPOSE OF BUILDING ONE SINGLE FAMILY DWELLING ACROSS THE CENTER LOT LINE, THE LOT LINE RESTRICTIONS SHALL NOT APPLY TO THE BOUNDARY LINES DIVIDING ANY TWO SAID LOTS.
- (3) **DWELLING SIZE:** THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY PORCHES AND GARAGES SHALL NOT BE LESS THAN 1600 SQUARE FEET IN THE CASE OF A ONE STORY STRUCTURE, NOR LESS THAN 1100 SQUARE FEET IN THE CASE OF A MULTIPLE STORY STRUCTURE, WITH NO LESS THAN 1700 SQUARE FEET OF FINISHED FLOOR AREA IN SUCH MULTIPLE STORY STRUCTURE.
- (4) **ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL:** NO BUILDING, FENCE, WALL, OR OTHER STRUCTURE SHALL BE ERECTED, PLACED AND ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS, AND PLOT PLAN SHOWING THE LOCATION OF SUCH STRUCTURES AND DRIVEWAYS HAVE BEEN APPROVED AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURE HEREIN AND AS THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATIONS BY AN ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. ALSO THE PROPOSED LOCATION OF WELLS, SEPTIC SYSTEMS, DESTRUCTION OF TREES AND VEGETATION AND ANY OTHER SUCH MATTER AS MAY AFFECT THE ENVIRONMENT AND ECOLOGY OF THE "HADLEY ACRES, SECTION ONE" AREA SHALL BE THE PROPER CONCERN OF THE COMMITTEE. THIS COMMITTEE SHALL BE COMPOSED OF THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED REAL ESTATE, OR BY THEIR DULY AUTHORIZED REPRESENTATIVES. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF SAID COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATIONS, OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. THE COMMITTEE'S APPROVAL, OR DISAPPROVAL, AS REQUIRED IN THIS COVENANT SHALL BE IN WRITING. IN THE EVENT THAT SAID WRITTEN APPROVAL IS NOT RECEIVED FROM THE COMMITTEE WITHIN 20 DAYS FROM THE DATE OF SUBMISSION, IT SHALL BE DEEMED THAT THE COMMITTEE HAS DISAPPROVED THE PRESENTED PLAN. NEITHER THE COMMITTEE MEMBERS NOR THE DESIGNATED REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT.
- (5) **BUILDING CONSTRUCTION:** ANY BUILDING ONCE APPROVED AND UNDER CONSTRUCTION MUST BE COMPLETED WITHIN ONE (1) YEAR FROM THE TIME CONSTRUCTION WAS STARTED. NO BUILDING SHALL BE ON ANY LOT NEARER TO THE FRONT OR SIDE PROPERTY LINE THAN THE MINIMUM BUILDING SET-BACK LINES, AS SHOWN ON THE RECORDED PLAT AND IN ACCORDANCE WITH PRESENT COUNTY REGULATIONS PERTAINING TO SIDE PROPERTY LINES.
- (6) **DRAINAGE AND UTILITY EASEMENTS:** THE STRIPS OF GROUND MARKED DRAINAGE AND UTILITY EASEMENTS ARE HEREBY RESERVED FOR THE USE OF PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR INSTALLATION AND MAINTENANCE OF POLES, MAINS, DUCTS, LINES AND WIRES AND SUBJECT TO ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENTS HEREIN GRANTED AND RESERVED. THESE EASEMENTS ARE NOT FOR THE USE OF AND SHALL NOT BE USED FOR HIGH VOLTAGE ELECTRIC TRANSMISSION LINES OR HIGH PRESSURE LIQUID TRANSMISSION PIPE LINES, EXCEPT BY WRITTEN PERMISSION OF THE OWNER OF THE LAND AT THE TIME SAID TRANSMISSION LINE IS CONSTRUCTED. THE DRAINAGE EASEMENTS

MAY BE USED BY THE PROPER AUTHORITIES INCLUDING THE HENDRICKS COUNTY DITCH BOARD OR BY ANY OF THE SEVERAL OWNERS OF THIS SUBDIVISION OR ANY OTHER SECTIONS OF THIS SUBDIVISION FOR THE INSTALLATION AND THE MAINTENANCES OF EITHER SURFACE OR SUBSURFACE DRAINAGE. TO ACCOMPLISH SAID DRAINAGE, THE EXISTING GRADE OF SAID EASEMENTS MAY BE ALTERED TO ANY GRADE NECESSARY. IN NO SITUATION SHALL ANY OWNER BLOCK THE DRAINAGE IN ANY MANNER ALONG SAID DRAINAGE SWALES. THIS COVENANT HEREBY GRANTS THE HENDRICKS COUNTY DITCH BOARD THE AUTHORITY TO ACCEPT ALL DRAINAGE AND UTILITY EASEMENTS FOR THE PURPOSES OF ESTABLISHING LEGAL DRAIN.

- (7) **LANDSCAPING:** ALL NON-WOODED LOTS IN THIS SUBDIVISION SHALL BE IMPROVED WITH A MINIMUM OF THREE (3) DECIDUOUS TYPE SHADE TREES WITHIN ONE YEAR OF THE ERECTION OF A PERMANENT STRUCTURE. ALL LOTS, WHETHER IMPROVED OR NOT, SHALL BE MOWED BY THE OWNER OF THE LOT OR THEIR DESIGNATED REPRESENTATIVE A MINIMUM OF ONCE PER MONTH DURING THE MONTHS OF APRIL THROUGH SEPTEMBER.
- (8) **UTILITY BUILDING:** A UTILITY BUILDING MAY BE CONSTRUCTED ON EACH LOT, IF APPROVED BY THE ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. THIS UTILITY BUILDING IS TO BE CONSTRUCTED IN SUCH MANNER AS TO MEET THE STANDARDS OF CONSTRUCTION AS USED IN THE CONSTRUCTION OF THE HOUSE. THE UTILITY BUILDING SHALL BE LOCATED BEHIND THE MAIN DWELLING AND IN NO INSTANCE SHALL THE UTILITY BUILDING BE LOCATED IN FRONT OR AT THE SIDE OF THE MAIN DWELLING.
- (9) **VEHICLE PARKING:** NO VEHICLE SHALL BE ALLOWED TO PARK ON ANY STREET WITHIN SAID SUBDIVISION EXCEPT FOR A REASONABLE LENGTH OF TIME WHEN THE VEHICLE IS BEING USED FOR DELIVERY OR PICKUP PURPOSES.
- (10) **RECREATIONAL VEHICLES, BOATS, AND NON-USED VEHICLES:** ALL BOATS, ALL TRUCKS, NON-MOTORIZED RECREATIONAL VEHICLES AND NON-USED OR NON-OPERATIONAL VEHICLES SHALL BE KEPT IN EITHER THE DWELLING, GARAGE, BASEMENT, OR UTILITY BUILDING.
- (11) **BUSINESSES:** NO MERCANTILE BUILDING SHALL BE ERECTED, BUILT, OR PLACED ON THE SAID DESCRIBED REAL ESTATE, NOR ANY BUSINESS OR ANY NATURE BE CARRIED ON IN A MANUFACTURING, WHOLESALING, OR RETAILING NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- (12) **NUISANCES:** NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED OUT ON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- (13) **TEMPORARY STRUCTURES:** NO STRUCTURE OF A TEMPORARY CHARACTER, MOBILE HOME, BASEMENT, TENT, SHED, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL BE USED UPON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. ALL DWELLINGS MUST BE FULLY COMPLETED UPON THE EXTERIOR BEFORE BEING OCCUPIED.
- (14) **GARBAGE AND REFUSE DISPOSAL:** NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTES SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. SAID GARBAGE, TRASH OR OTHER WASTE SHALL BE DISPOSED OF WEEKLY BY A REFUSE COLLECTION SERVICE, DESIGNATED BY THE ABOVE-MENTIONED ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE OR A HOMEOWNERS ORGANIZATION, IF ESTABLISHED. NO BURNING OF ANY WASTE, INCLUDING LEAVES, SHALL BE ALLOWED EXCEPT BY AN INDOOR INCINERATOR APPROVED BY SAID COMMITTEE. ALL EQUIPMENT FOR THE STORAGE AND DISPOSAL OF RUBBISH SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION AND SHALL NOT BE SO USED AS TO CREATE AN OFFENSIVE SIGHT OR ODOR.
- (15) **ANIMALS:** NO ANIMALS, LIVESTOCK OR POULTRY SHALL BE RAISED, BRED OR KEPT UPON ANY LOT EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.
- (16) **SEWAGE DISPOSAL:** NO INDIVIDUAL SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEM IS DESIGNED, LOCATED, AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS, AND RECOMMENDATIONS OF THE HENDRICKS COUNTY BOARD OF HEALTH. APPROVAL OF SUCH SYSTEM SHALL BE OBTAINED FROM SAID AUTHORITY. IF, IN THE FUTURE, PUBLIC SEWAGE DISPOSAL FACILITIES ARE MADE AVAILABLE TO THE LOT OWNER OF THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE AVAILABILITY DATE. RIGHT OF ENFORCEMENT OF THIS COVENANT IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR ASSIGNS.
- (17) **WATER SUPPLY:** NO INDIVIDUAL WATER SUPPLY SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF THE HENDRICKS COUNTY BOARD OF HEALTH. APPROVAL OF SUCH SYSTEMS SHALL BE OBTAINED FROM SAID AUTHORITY. IF, IN THE FUTURE, PUBLIC WATER FACILITIES ARE MADE AVAILABLE TO THE LOT OWNERS IN THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE AVAILABILITY DATE. RIGHT OF ENFORCEMENT OF THIS COVENANT IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR ASSIGNS.
- (18) **SIGHT DISTANCE AT INTERSECTIONS:** NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET ABOVE THE ROADWAYS, SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES, AND A LINE CONNECTING THEM AT POINTS 25 FEET FROM THE INTERSECTIONS OF THE STREET LINE, OR IN CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PLACEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.
- (19) **FENCES:** NO FENCE SHALL BE ERECTED ON OR ALONG ANY LOT LINE, NOR ON ANY LOT, THE PURPOSE OR RESULT OF WHICH WILL BE TO OBSTRUCT REASONABLE VISION, LIGHT OR AIR, AND ALL FENCES SHALL BE KEPT IN GOOD REPAIR AND ERECTED REASONABLY SO AS TO ENCLOSE THE PROPERTY AND DECORATE THE SAME WITHOUT HINDRANCE OR OBSTRUCTION TO ANY OTHER PROPERTY. NO FENCE SHALL BE ERECTED BETWEEN THE FRONT PROPERTY LINES AND THE BUILDING SET-BACK LINE OTHER THAN A FENCE OF A DECORATIVE NATURE NOT EXCEEDING THREE (3) FEET SIX (6) INCHES IN HEIGHT.
- (20) **STORAGE TANKS:** OIL OR GAS STORAGE TANKS SHALL BE EITHER BURIED OR LOCATED IN A HOUSE OR GARAGE AREA.
- (21) **SIGNS:** NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW UPON ANY LOT, EXCEPT THAT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET, ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. EXCEPT THAT, ANY SIGN REQUIRED BY LAW MAY BE DISPLAYED.
- (22) **HUNTING OR TRAPPING:** NO HUNTING OR TRAPPING SHALL BE ALLOWED ON ANY LOT OR OTHER AREA WITHIN THE BOUNDARIES OF "HADLEY ACRES, SECTION ONE".
- (23) **ENFORCEMENT:** IF THE PARTIES HERETO, OR ANY OF THEM, THEIR HEIRS OR ASSIGNEES SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON, OR PERSONS OWNING ANY LOT OR LOTS IN SAID SUBDIVISION TO PROSECUTE BY ANY PROCEEDING AT LAW OR EQUITY THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER

DAMAGES OR OTHER DUES FOR SUCH VIOLATION. A VIOLATION OF ANY RESTRICTION HEREIN WILL NOT RESULT IN REVERSION OR FORFEITURE OF TITLE.

- (24) **TERM:** THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 25 YEARS FROM THE DATE THAT THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR PART.
- (25) **SEVERABILITY:** INVALIDATION OF ANY ONE OF THESE COVENANTS, BY COURT ORDER, SHALL IN NO WAY, AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: THE SAID PARTY AS OWNERS AND PROPRIETORS OF THE ABOVE DESCRIBED SUBDIVISION HAS HEREUNTO SET THEIR HANDS AND SEALS THIS 20 DAY OF March 1974.

STATE OF INDIANA)
COUNTY OF HENRICKS)

Robert W. & Marcia Craig
Harold & Nancy G. Galt
Clayton & Mildred V. Johnson

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Robert W. & Marcia Craig, Harold & Nancy G. Galt, Clayton & Mildred V. Johnson

ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING INSTRUMENTS AS THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL THIS 20th DAY OF March 1974.

MY COMMISSION EXPIRES 9/21/76

Marjorie M. Linn
NOTARY PUBLIC

950

18041

CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between AmO Friends Church hereinafter referred to as the seller, and John H. Jones, Jr. & Rita L. Jones hereinafter referred to as the buyer, WITNESSETH:

That if the buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the seller hereby covenants and agrees to convey and assume to buyer, who hereby agrees to purchase in fee simple, clear of any encumbrances whatsoever except as hereinafter specified, its good and sufficient deed of general warranty the real estate situated in the County of Ammon State of Idaho, and more particularly described as follows, to-wit:

Legal Description Attached. Subject to Easement Contained in Plat

Subject to any and all conditions, utility easements, highways, rights of way, and other restrictions and limitations of record affecting said real estate.

As purchase price of said described real estate, said buyer hereby covenants and agrees to seller to sell the sum of Six thousand five hundred Dollars (\$ 6,500) without any relief from valuation or appraisal laws of the State of Indiana, with attorney's fees in the following manner, to-wit:

The sum of five hundred Dollars (\$ 500) shall be paid in hand at the time of the execution and delivery of this contract, the receipt of which is hereby acknowledged, and the sum of Sixty Six and 81/100 Dollars (\$ 66.81) such and such the remainder of purchase price, principal and interest has been paid in full. The first payment shall be made on or before the 1st day of October, 1974 upon arrangement.

shall designate, from time to time, in writing, and the payments shall be made on or before the same day of each successive month.

It is understood and agreed that the deferred payments on the balance of said purchase price shall bear interest at the rate of Six per cent (6%) per annum, same to be computed semi-annually in advance on January 1 and July 1 upon the sum unpaid at the beginning of such six months period. The amount so found due as interest charge each six months as hereinbefore mentioned shall be deducted from the amount of aggregate monthly payments made during the preceding six months period and the balance remaining of such monthly payments shall then be credited on principal still due.

The buyer shall have the privilege at any time of paying any sum or sums in addition to the payments herein required upon the consideration, and it is understood and agreed that no such prepayment, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding semi-annual computation of interest after such payment is made as herein provided. Interest shall commence at the date of execution of this contract.

It is further understood and agreed between the parties hereto as follows: That the buyer will assume and pay the taxes on said real estate beginning with the installment due and payable and all assessments for municipal and other improvements completed after date of this contract, also, any taxes assessed on this instrument, and will keep improvements on said real estate insured under fire and extended coverage and public liability, said insurance to be carried in responsible companies to be approved by the seller in a sum not less than the balance due on this contract. All policies to be delivered to and retained by seller during the continuance of this contract.

That possession of said real estate shall be given the buyer on or before Tenants Rights