

release of acreage shall be applied to the unpaid principal balance and shall not eliminate the necessity for Buyer to make periodic installment payments as provided in Contract for Deed until such time as the entire contract is paid in full. It is agreed the total of the regularly scheduled annual payments and the said take-out payments shall not exceed the original principal purchase price, plus accrued interest.

B & T INVESTMENTS agrees not to sell, transfer, assign, or otherwise dispose of any interest in the subject real estate without the specific written consent of CARY or CARY'S successors in interest, which consent shall not be unreasonably withheld. This provision shall not apply to or limit B & T INVESTMENTS' right to obtain release of five (5) acre parcels or Tract 1 under the provisions of this Contract.

Buyer herein agrees that it will name a major street on the property being purchased herein as "SEVERSON STREET" or "SEVERSON AVENUE" in memory of RODELL SEVERSON.

The undersigned partners agree they will each be individually liable for the performance of this Contract for Deed.

It is understood and agreed that all improvements made on the aforescribed premises by Buyer shall be paid for by the Buyer except as otherwise provided herein, and Buyer agrees to protect and indemnify the Sellers from all costs, expenses, damages or loss by reason of said improvements and alterations, and Buyer further covenants and agrees that Buyer will not permit any mechanic's liens or other encumbrances to exist or become a charge against any portion of the premises at any time during the term of this contract. The Buyer agrees that if any mechanic's liens are filed, they will be discharged within thirty (30) days after they are filed provided that if they are disputed, Buyer shall have a reasonable period of time to remove the same or may discharge the same by substitution of bond.

Buyer agrees to carry general liability insurance on the subject premises in an amount not less than \$1,000,000.00, with Buyer and Sellers as named insureds and to furnish evidence of such

Handwritten initials:
JMS
DM
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