

CORPORATE MORTGAGE

STATE OF ALABAMA, MONTGOMERY COUNTY

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS

I, Rufus Lewis, an unmarried man, am

justly indebted to Ross Clayton Funeral Home Inc.

the principal sum of _____, hereinafter called "Mortgagee", in

with interest thereon at four per cent per annum, as evidenced by _____ DOLLARS,

note, bearing even date herewith and payable as follows, to-wit: The principal sum of \$6,560.00 with interest thereon at 4% per annum, shall be due and payable in equal monthly installments of principal and interest each in the amount of \$100.00, commencing on January 12, 1962, and continuing on the same day of each succeeding month until the entire sum of \$6,560.00 plus interest has been paid in full.

NOW, in order to secure the prompt payment of said note, when due, I, the said Rufus Lewis, an unmarried man

hereinafter called "Mortgagor", for and in consideration of the premises, and the sum of Five Dollars to the undersigned this day in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said Mortgagee the following described real estate lying and being situated in Montgomery County, State of Alabama, to-wit:

Lots Numbered 2, 3, 6, in Block No. 5, according to the S. M. Simpson's subdivision of part of the south half (1/2) of Southwest quarter (1/4) of the Northeast quarter (1/4) of Sec. 23, Township 16, Range 17, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 2, page 61.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns, FOREVER.

And said Mortgagor do hereby covenant with the said Mortgagee, its successors and assigns, that Mortgagor is lawfully seized in fee of said premises; that they are free of and from all encumbrances, except _____; and that Mortgagor will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, NEVERTHELESS, that is to say: If Mortgagor shall well and truly pay, or cause to be paid, the said note, and each and all of them, and each and every installment thereof, and interest thereon, when due, then this conveyance shall become null and void. But should Mortgagor fail to pay said note or either or any of them or any installment thereof at maturity, then all of said indebtedness shall become due and payable at once, whereupon the said Mortgagee, its successors, assigns, agents or attorneys, are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, at the Montgomery County Court House Door (Washington Street Entrance) in the City of Montgomery, Alabama, first having given notice thereof for three (3) weeks by publication in any newspaper then published in said City, and execute proper conveyance to the purchaser and out of the proceeds of said sale the Mortgagee shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by Mortgagee for taxes, insurance or assessments, and the balance, if any, pay over to the Mortgagor.

In the event of such sale, the said Mortgagee, its successors, assigns, agents or attorneys are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the name of the Mortgagor.

And it is also agreed that in case the Mortgagee, herein, its successors or assigns, see fit to foreclose this mortgage in a court having jurisdiction thereof, Mortgagor will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt hereby secured.

Mortgagor further represent is and declare is to said Mortgagee that the title to said real estate is in Mortgagor own right, and that the representations herein made as to the title and encumbrances are so made with the intent and for the purpose of inducing this loan.

Mortgagor further specially waive is all exemptions which Mortgagor now or hereinafter may be entitled to under the Constitution and Laws of the State of Alabama in regard to the collection of the above debt.

Mortgagor further agree is to keep said property insured against fire and windstorm in good and responsible companies acceptable to Mortgagee for not less than \$ _____ and have each such policy payable to said Mortgagee, as its interest may appear in said property, and deliver the same to Mortgagee; and should Mortgagor fail to insure said property, then Mortgagee is hereby authorized to do so, and the premiums so paid by Mortgagee shall be and constitute a part of the debt secured hereby.

The Mortgagor herein agree is to pay all taxes and assessments, general or special, levied upon the real estate herein conveyed before the same become delinquent; should Mortgagor fail to pay any of such taxes or assessments, then Mortgagee is authorized to do so, and any such payments shall thereupon constitute a part of the debt secured hereby.

And it is further understood that should the Mortgagor fail to pay said taxes and assessments, or insure the property, as hereinabove stipulated, the Mortgagee may do so, and thereupon declare the whole debt secured by this mortgage to be due and payable, and proceed to foreclose at once, as hereinabove provided with respect to foreclosure of this mortgage.

IN TESTIMONY WHEREOF, Mortgagor ha hereunto set his hand and affixed his seal, this _____ day of December, 1961

(L. S.)

(L. S.)

(L. S.)

(L. S.)

(L. S.)

(L. S.)

STATE OF ALABAMA, MONTGOMERY COUNTY

I,

Rufus Lewis

, a Notary Public in and for said State

hereby certify that

GODBOLD, HOBBS & COPELAND
Attorneys At Law
Suite 330 Professional Center
Montgomery, Alabama

\$ 6,560.00

Montgomery

Alabama

Date December 1961

For value received, I, the undersigned, Rufus Lewis

promise to pay to the order of

Ross Clayton Funeral Home Inc.

(hereinafter called Payee) at Montgomery, Alabama

or at such other places as the Payee may from time to time designate, the principal sum of six thousand five hundred sixty and No/100-----

(\$ 6,560.00) Dollars with interest from date on the whole amount of said principal sum remaining from time to time unpaid at the rate of four

(4 %) per cent per annum, payment to be made in lawful money of the United

with interest thereon at 4% per annum, shall be due and payable in equal monthly installments of principal and interest each in the amount of \$100.00, commencing on January 12, 1962, and continuing on the same day of each succeeding month until the entire sum of \$6,560.00 plus interest has been paid in full.

The undersigned further promise(s) and agree(s) to pay a reasonable attorney's fee in the event there is any default in the payment of any installment of principal or interest of this note as provided herein, and hereby waive(s) and renounce(s) any right to the benefit of exemption provided for by the Constitution and laws of Alabama, or any other State in the United States of America in all the property now owned or hereafter acquired as against the payment of the principal and interest of this note. If any payment or payments herein remain unpaid when due, such defaulted payment or payments shall bear interest from the date of such default until paid at the rate of Eight (8%) per cent per annum. The undersigned further waive(s) demand, protest and notice of protest with reference to this instrument. If any default is made in any of the payments provided for in this note, the whole indebtedness secured by this note together with all interest on same to that date shall, at the option of the said Payee, it, his or her successors or heirs and assigns, agents or personal representatives, become due and payable at once without demand or notice, notice of the exercise of such option being hereby expressly waived.

WITNESS my hand and seal the day and date above written.

(L. S.)

WITNESS:

(L. S.)

THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK COMPETENT
ADVICE.



STATE OF ALABAMA
MONTGOMERY COUNTY

THIS AGREEMENT, made and entered into by and between Harry Labovitz
hereinafter called Seller, and Ross-Clayton, hereinafter called Purchaser, WITNESSETH:

That Seller hereby agrees to sell and the Purchaser hereby agrees to purchase, upon the terms set out below, the following described property located in the City of Montgomery, Montgomery County, Alabama, to-wit:

1422 Adams Avenue
North part of Red 28 block 13 Hopper Gilmore Hall Subdivision

Together with all heating equipment, door bells, mantles, light fixtures, attic and ceiling fans, venetian blinds, shades awnings, hot water heater, plumbing and plumbing fixtures, and shrubbery now located on said premises.

1. Purchase price shall be \$ 12,000
Payable as follows:
(a) Earnest money, receipt of check \$ 500, or
cash \$ _____ is hereby acknowledged \$ 500
(b) Credit for existing mortgage on the above property, which Purchaser hereby agrees to assume upon closing \$ _____ Approximately
(c) _____ \$ _____
\$ 500
Balance to be paid in cash on closing of sale \$ 11,500

This is a cash sale for \$12,000.

~~Seller to pay all closing costs.~~ HL

Seller to give purchaser a redate abstract.

~~Seller to give purchaser a survey of property.~~ HL

Seller to pay Jacob Realty Company, Inc. 5% commission.

2. Seller agrees to furnish Purchaser, within 10 days from date hereof, an abstract of title commencing at a point generally accepted by local practice and extended to date, showing a good and merchantable title to the above property to be vested in the Seller free and clear of all encumbrances, except as set out in paragraph 3 below, it being understood and agreed, however, that all liens and encumbrances to be discharged by Seller may, at Seller's option, be paid out of the purchase money when sale is closed and that it will not be necessary for abstract to show same as paid and discharged prior to closing. In the event abstract fails to show a good and merchantable title subject to the exceptions set out below, the Seller shall have a reasonable time after receipt of written notice of defects from the Purchaser, to cure such defects and make said title merchantable. If the Seller fails to make the title merchantable within a reasonable time, the earnest money shall be refunded to Purchaser, or at Purchaser's option he may waive the defects and elect to purchase. However, if said title is merchantable or is made merchantable by the Seller within a reasonable time, and the Purchaser fails and refuses to carry out this contract in accordance with all its terms, then at the Seller's option, either the earnest money shall be forfeited to the Seller as liquidated damages and this contract, in such event, shall be no longer binding on the Seller or Seller may proceed with specific performance of this contract. In the event earnest money is forfeited same shall be divided equally between Seller and the Agent named below.

3. This sale shall be closed within 10 days after delivery of the abstract to Purchaser or his Agent, provided however, that Seller shall have a reasonable time which is not to exceed 60 days, within which to cure any defects in the title and make same merchantable as hereinabove provided. The Seller, at time of closing, agrees to execute and deliver a good and sufficient warranty deed conveying a good and merchantable title to the Purchaser, free and clear of all encumbrances except the following:

- (a) Mortgages which Purchaser agrees to assume as set out in Paragraph 1 (b) above.
- (b) Municipal or other improvement assessments becoming due after the closing of the sale.
- (c) Ad valorem taxes becoming due after the closing of the sale.
- (d) All restrictions and easements of record affecting above described property and zoning ordinances.
- (e) All outstanding leases covering the property to be conveyed.
- (f) Liens and encumbrances to be paid by Seller out of the purchase price at time sale is closed upon execution and delivery of said deed and payment of the purchase price.

4. All ad valorem taxes, municipal or improvement assessments for the current year, rents and insurance premiums shall be prorated between the Seller and the Purchaser as of the date of closing.

5. THE COMMISSIONS PAYABLE FOR THE SALE, LEASE, OR MANAGEMENT OF THIS PROPERTY ARE NOT SET BY THE MONTGOMERY BOARD OF REALTORS, OR ANY OTHER PERSON, FIRM OR ORGANIZATION, BUT IN ALL CASES ARE NEGOTIATED BETWEEN THE BROKER AND THE CLIENT. The Seller agrees to pay to Jacob Realty Company, Inc. _____ as Agent, through the Realtor Listing Service, R. L. S. Es-crow, of The Montgomery Board of Realtors, as compensation for negotiating this sale, a sales commission of 5 %.

6. This contract contains the entire agreement of the parties hereto. Time is of the essence of this contract.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this 12 day of January, 1977

WITNESS:

Carl Hawk

Carl Hawk

Harry Labovitz

Seller

Rufus A. Lewis

Purchaser

44,915.50
17,753.00
<hr/> 27,162.50
7,162.50
<hr/> 20,000.00
1,963.74
<hr/> 19,036.26
1,033.00
<hr/> 18,003.26

Total land price
 Ross Claymont payment in full
 R.A. Lewis
 First payment
 Amt of Mortgage
 1st payment on Mortgage

(plus interest)

44,915.50	Total
- 17,753.00	Ross-Claymont
<hr/> 27,162.50	R.A. Lewis
- 8,983.10	payment 1st
<hr/> 18,179.40	Balance
- 1,963.74	payment 12/24/67
<hr/> 16,215.66	Bal. 12/28/67
1,033.00	1/10/68
<hr/> 15,182.66	

44,915.50
17,753.00
<hr/> 27,162.50
7,162.50
<hr/> 20,000.00
1,963.74
<hr/> 19,036.26
1,033.00
<hr/> 18,003.26

Total land price
 Less Claymont payment in fur.
 R. A. Lewis
 First payment
 Amt of mortgage
 1st payment on mortgage
 (plus interest)

44,915.50	Total
- 17,753.00	Rues-Clayton
<hr/> 27,162.50	R. A. Lewis
- 8,983.10	payment 1 st
<hr/> 18,179.40	Balance
1,963.74	payment 12/28/67

STATE OF ALABAMA.

Montgomery COUNTY:

THIS AGREEMENT made and entered into by and between Rufus A. Lewis

hereinafter called the purchaser, and Ted Cohen & Harry Labovitz

hereinafter called the seller.

WITNESSETH:

The purchaser agrees to buy and the seller agrees to sell and convey, on the terms hereinafter provided, the following described property, to-wit:

1416 & 1418 Adams Ave. (Vacant Lot)
East Part 46 Less South 167' of Red 27 Block
13 Hopper Gilmer Hall Subdivision.

money upon the execution of this agreement, and \$9,900.00 upon the consummation of the proposed sale as hereinafter provided and the balance of \$—0— as follows:

Seller to pay for Abstract Re date.
Seller to pay for Warranty Deed.
Purchaser to pay for Recording Fee.

Seller to Net \$10,000.00
JH HR PAd
Exp R

The seller agrees promptly to furnish the purchaser with an up-to-date abstract of title, and both parties agree that within 30 days after receipt of same by the purchaser the sale shall be consummated, the seller delivering to the purchaser a Warranty Deed, free of any and all encumbrances. Taxes, assessments, insurance and rent shall be prorated as of the date of consummation of the sale.

If the seller's title is not found to be merchantable, the earnest money shall be refunded to the purchaser and this contract shall terminate. If the seller's title is merchantable and the purchaser fails or refuses to consummate the sale within the period allowed, the earnest money shall be retained by the seller as liquidated damages for the breach of this contract, or the seller may enforce specific performance of this agreement.

The seller agrees to pay 0/A
a commission of 1/2% at the time the sale is consummated.

Witness our hands and seals this 2 day of December 1984

WITNESS:

Judy Hawk

Rufus A. Lewis (L. S.)

(L. S.)

Purchaser (L. S.)

Harry Labovitz (L. S.)

Escher Labovitz (L. S.)

Ted Cohen (L. S.)

Judy Hawk

Judy Hawk

Received From Mr
Ted Cohen This 12 Day
of Dec. 1984 The
Abstract For Properties
ON 1416 & 1418 Adams
Ave (VACON Lot)

Joel Haul

GRAY, LANGFORD, SAPP, DAVIS & McGOWAN

ATTORNEYS AND COUNSELLORS
352 DEXTER AVENUE
MONTGOMERY, AL 36104
205/269-2563

FRED D. GRAY
CHARLES D. LANGFORD
ERNESTINE S. SAPP
EDWIN L. DAVIS
WALTER E. McGOWAN

P.O. BOX 239
TUSKEGEE, AL 36083
205-727-4830

February 21, 1985

Rufus Lewis
1412 Adams Avenue
Montgomery, AL 36104

RE: Real Estate Purchase
1416 Adams Avenue
Montgomery, Alabama

SELLERS: Ted Cohen, Harry Labovitz and Esther S. Labovitz

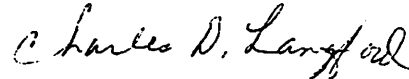
Dear Mr. Lewis:

I am here with enclosing the Deed to Property you recently purchased at 1416 Adams Avenue.

I am also enclosing the Tax, Assessment Statement of Sale, Abstract of Title, the original Deed, and Assessment to Ted Cohen and Harry Labovitz.

This completes this Sale Contract. It was a pleasure to have handled this matter for you.

Sincerly Yours,



CHARLES D. LANGFORD

CDL/es

03 County	<u>10</u> Tsp	<u>03</u> Area	<u>08</u> Section	<u>03</u> Qtr. Sec.	<u>010</u> Block	<u>006.000</u> Parcel
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Notes
<u>Base Year</u>
<u>1986 2/20/85</u>

From: Ed Cohen
Harry Lavery
 Ownership Ethel S Lavery
 Mailing Address From: _____

To: _____
Lewis, Rufus A
 To: 801 Bolinas St
 City Montgomery State AL Zip 36104

Property Address 1412 Adams Ave

Purchase Price \$ _____

Deed Reference 708-226 2/8/85-

I hereby certify that I _____ am 65 years of age or older and do qualify under Act 48, Special Session, 1978, that I have a net taxable income of \$7500.00 or less as shown on my and my spouse's latest United States Income Tax Return.

I hereby certify that I _____ am totally disabled as evidenced by two physicians statements on file in the Tax Assessor's Office.

Affidavit: Subject to the penalty for perjury under the laws of the State of Alabama.

Given under my hand and seal this _____ day of _____, 19 _____

See Deed

Taxpayer

MARVIN D. DRIVER

Tax Assessor

PER _____

I hereby certify that I _____, a property owner of Montgomery County, am over the age of 65 and do qualify under Act No. 91, Special Session, 1978 for the \$5000.00 homestead exemption. My adjusted gross income is less than or more than \$12,000.00 as shown on my latest Alabama Income Tax Return under Act 81-579 Regular Session 1981.

To: Marvin D. Driver, Tax Assessor of Montgomery County, Alabama For The Year 19 _____.

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from state taxes for Homestead has been made or filed by me on behalf of any member of my immediate household, and that the items of this assessment marked X is the Homestead claimed by me.

Subscribed and sworn to before me this the _____ day of _____, 19 _____

Taxpayer

Charles W. Sanford

PER _____

03 County	<u>10</u> Tsp	<u>03</u> Area	<u>08</u> Section	<u>103</u> Qtr. Sec.	<u>011</u> Block	<u>000000</u> Parcel
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Notes
<u>2007</u> <u>11/16/10</u>

From: John J. Driver

To:

Ownership John J. Driver

To:

Mailing Address From: _____

City

Montgomery

State

Zip

Property Address 1416 Adams Ave

Purchase Price \$

Deed Reference 708-226 2/8/85-

I hereby certify that I _____ am 65 years of age or older and do qualify under Act 48, Special Session, 1978, that I have a net taxable income of \$7500.00 or less as shown on my and my spouse's latest United States Income Tax Return.

I hereby certify that I _____ am totally disabled as evidenced by two physicians statements on file in the Tax Assessor's Office.

Affidavit: Subject to the penalty for perjury under the laws of the State of Alabama.

Given under my hand and seal this _____ day of _____, 19 _____

See Deed

Taxpayer

MARVIN D. DRIVER

Tax Assessor

PER _____

I hereby certify that I _____, a property owner of Montgomery County, am over the age of 65 and do qualify under Act No. 91, Special Session, 1978 for the \$5000.00 homestead exemption. My adjusted gross income is less than or more than \$12,000.00 as shown on my latest Alabama Income Tax Return under Act 81-579 Regular Session 1981.

To: Marvin D. Driver, Tax Assessor of Montgomery County, Alabama For The Year 19 _____.

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from state taxes for Homestead has been made or filed by me on behalf of any member of my immediate household, and that the items of this assessment marked X is the Homestead claimed by me.

Subscribed and sworn to before me this the _____ day of _____, 19 _____

Taxpayer

PER _____

WARRANTY DEED

THE STATE OF ALABAMA,
Montgomery COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred (\$100.00) DOLLARS and other valuable considerations to the undersigned GRANTOR

his heirs and assigns, the following described Real Estate, situated in the County of Montgomery, and State of Alabama,

Commencing at the Northeast Corner of the Lot known as the Brantley Lot (which is also known as Lisa Kaacks Lot), running thence east along the South side of what was formerly known as the Line Creek or Mt. Meigs Road, the same being known as Houston Street 137 feet to a point 46 feet West of the Northwest Corner of lot sold by Mary Levy and Jacob Levy to John Scott (being known as the Yelverton Lot) for the point of beginning of the property herein described, said point of beginning being 395, more or less, easterly along the south side of Houston Street from the Southeast intersection of said Houston Street and Margaret or Maggie Streets, and running thence from the point of beginning east along the south side Line Creek Road (Houston Street) 46 feet to the Northwest Corner of said Scott or Yelverton Lot and running thence South along the west line of said lot running thence North parallel with the West line of said Scott or Yelverton lot 363 feet to the point of beginning. LESS AND EXCEPT therefrom that certain lot conveyed by Arthur A. Madison, et al to The Housing Authority of the City of Montgomery, Alabama, by deed recorded in Deed Book 428, at Page 361.

For ad valorem tax appraisal purposes only, the mailing address of the above property is 1416 Adams Avenue, Montgomery, Alabama 36104 which is not the mailing address of grantee. The mailing address of grantee is 801 Bolivar Street, Montgomery, Alabama 36104.

101.000
100.000
250.000
100.000
14.000

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEE(S), his heirs and assigns FOREVER. And GRANTOR(S) do his covenant with the said GRANTEE(S), his heirs and assigns, that we are lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances, except as hereinabove provided; that we have a good right to sell and convey the same to the said GRANTEE(S), his heirs and assigns, and that GRANTOR(S) will WARRANT AND DEFEND the premises to the said GRANTEE(S), his heirs and assigns forever, against the lawful claims and demands of all persons, except as hereinabove provided.

IN WITNESS WHEREOF We have hereunto set our hand s and seal s, this 6th day of February 1985.
WITNESS:
Ted Cohen (L. S.)
Harry Labovitz (L. S.)
ESTHER S. LABOVITZ (L. S.)

THE STATE OF ALABAMA,
Montgomery COUNTY.
I, the undersigned authority Ted Cohen, Harry Labovitz and Esther S. Labovitz of Alabama hereby certify that Ted Cohen, Harry Labovitz and Esther S. Labovitz whose name s are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 6th day of February, 19 85.

Attorneys and Counsellors
352 Dexter Avenue
Montgomery, Alabama 36104
(205) 269-2563

STATEMENT OF SALE

DESCRIPTION OF PROPERTY: 1416 Adams Avenue

TYPE OF SALE: Conventional

PURCHASERS: Rufus A. Lewis

SELLERS: Ted Cohen, Harry Labovitz
and Ester S. Labovitz

STATEMENT:

1. Purchase Price		\$ 10,000.00
2. Less Credits to Purchaser:		
a. Amount Paid Down	\$	
b. First Mortgage Assumed		
c. Taxes Prorated & Assumed		
d.		
TOTAL CREDITS		
3. Amount Due Seller		10,000.00
4. Less Costs Due from Seller:		
a. Abstract Redate	\$	
b. Sales Commission Balance (Less Binder of \$		
Attorney's Fee		
d.		
e.		
f.		
5. Adjusted Amount Due Seller		10,000.00
6. Amount Due from Purchaser		10,000.00
7. Add Costs Due from Purchaser:		
a. Recording Fee and Deed Tax	\$	14.00
b. Attorney's Fee		223.25
c. Mortgage Transfer Fee		
d. Abstract Redate		62.75
e.		
f.		
TOTAL COSTS FROM PURCHASER		300.00
8. Adjusted Amount Due from Purchaser		10,300.00
9. Less Net Proceeds of Loan		
10. Cash Due from Purchaser	\$	10,300.00

DISBURSEMENTS:

1. JUDGE OF PROBATE	\$	14.00
2. ABSTRACT COMPNAV		62.75
3. ATTORNEY FEE AND DEED PREPARATION		223.25
4. MORTGAGE COMPANY FOR TRANSFER		
5. REALTOR		
6. SELLER		
7. Ted Cohen		5,000.00
8. Harry Labovitz and wife, Ester S. Labovitz		5,000.00
TOTAL DISBURSEMENTS	\$	10,300.00

APPROVED: 2/8/85

Harry Labovitz
[Signature]

SELLERS

Rufus Lewis
[Signature]
Purchaser

PURCHASERS