

507

2 Counter, 1 table, 3 chairs, 1 hot plate, stationary
racks, miscellaneous tools, solvents, cleaning fluids,
etc.; subject to that certain conditional sales contract
and chattel mortgage heretofore mentioned.

SOLD FOR Nine thousand and no/100 (\$9,000.00) Dollars.

And the parties of the second part do hereby, for themselves and
their heirs, executors, administrators and assigns, covenant, promise
and agree to and with the said parties of the first part, their heirs,
executors, administrators and assigns, covenant and agree to and with
the said parties of the first part, their heirs, executors, administrators
and assigns, to pay the balance of the consideration in the sum of

Thousand and no/100 (\$1,000.00) Dollars as follows, to-wit:

The sum of \$1,000.00 plus interest at the rate of 6% per
annum to be paid in monthly installments of \$50.00, or more,
beginning on the 1st day of May, 1944, and continuing until the
1st day of May, 1945, and thereafter on the 1st day of each month thereafter
until the balance of principal and interest have been paid in
full. Said payments to be made by cash, check, or money order, at option of

the parties of the second part that they will
keep the same in the custody of the County of Fayette, State
of West Virginia, and the parties of the first part of the sum of
\$1,000.00 plus interest shall be paid to the parties of the second part
from said parties of the first part, and the parties of the second part
shall be responsible to keep said equipment in good condition and to keep said parties of the first part as interest may
be required, and upon the express condition,

that the parties of the second part, their heirs,
executors, administrators and assigns, to perform all or either of the
covenants and promises on their part to be performed, or failure to
keep up said payments shall constitute a default (provided however that
said first parties will grant 60 days grace in the event of some un-
foreseen emergency), then said parties of the first part, their heirs,
executors, administrators and assigns, shall have the right to declare
this contract null and thereupon to recover by/and through the
parties of the second part all the interest which shall have accrued upon
the contract, and to pay of declaring is void, as rent for use and
of said equipment; and to hold and retain all moneys paid on this
contract by said parties of the second part, as liquidated damages,
and to take immediate possession of said goods and chattels; and to
recover all damages sustained by holding said goods and chattels by
said parties of the first part or damage committed or suffered.