

The balance shall be payable to Seller at the continued rate of \$29.00 per month together with Six (6%) per cent simple interest thereon.

(3) TRANSFER OF CONTRACT: It is agreed that this Contract shall not be transferred or assigned unless all amounts due at that time shall have been paid and unless the Seller consents to such transfer in writing. Any assignee of this contract shall expressly assume in writing all obligations and liabilities hereunder, but neither such assignment nor assumption shall relieve the Buyer or any prior assignee of their liabilities thereunder, but Buyer agrees that if such assignment should be made, and consented to by Seller, then such assignment shall transfer all of Buyer's right, title and interest in and to such contract, and, should a conveyance be made by Seller to such assignee under the terms of such assignment or upon the full payment of the purchase price by such assignee, then the Seller shall be relieved of subsequent liability of any kind or character to Buyer.

(4) DEFAULT: It is expressly understood and agreed that time is of the essence of this contract and one of the moving considerations for its execution, and, if default be made in the payment of any installment of the purchase price, the interest due thereon, or in the repayment of any taxes or assessments paid by Seller, then, in that event or either of them, the whole of such purchase price, shall at the option of the Seller, become immediately due and payable and this contract may be terminated at the option of the Seller in accordance with the terms of Section 5 hereof. The acceptance of any overdue payment or the interest thereon shall not be construed as a waiver of this provision in the future and shall not, in the interpretation of this contract, be considered a forbearance if subsequent defaults be made. If this contract is cancelled because of a default hereunder all payments made thereunder shall be forfeited as liquidated damages.

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