wholly cease and determine. Buyer shall thereupon quit and surrender to Seller, without demand, peaceful possession of said property in as good condition as it is now, reasonable wear and tear alone excepted. In the event Buyer neglects or refuses to surrender such possession, it shall be lawful for Seller to enter upon and take possession of said property without notice and remove all persons and their property. Seller may, at her option, cause a written declaration to be recorded in the office of the Recorder of Deeds (or of the Registrar of Titles if the property is registered under the Torrens Law) of the county in which the property is situated, to evidence the exercise of her election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded shall be, as to all subsequent purchasers or encumbrancers of the property or any part thereof, conclusive proof of default by Buyer and of Seller's election to terminate all rights in the property existing by reason of this Agreement. (c) All moneys paid by Buyer and all improvements constructed in or upon the property shall be retained by Seller as compensation for the use and occupancy thereof by Buyer; consideration for the execution of this Agreement; and liquidated damages to Seller for such default and not as a penalty therefor.

In the event the Buyer decides to sell the subject premises and pay off the remainder of the original Fifteen Thousand and No/100 ($15,000.00) Dollar note, Roger Lee White, Joy B. White, and Birtha H. Kendrick agree to execute an Assignment of all their right, title, and interest to the Buyer or anyone else at the direction of the Buyer.

If all or any part of Buyer's interest in the property or this Agreement be assigned without first obtaining the written consent of Seller, the whole unpaid balance payable under the terms of this Agreement shall immediately become due and payable at election of Seller.

Any notices from one party hereto to the other party shall be in

-5-