

of this Bond for Title shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

12. Notwithstanding any other provision contained herein, it is specifically stipulated and agreed that in the event the Purchaser fails to make any payment due hereunder to the Sellers, the sole and exclusive remedy of the Sellers shall be the retention of any sums paid by the Purchaser prior to the Purchasers default and the repossession of the property described herein; in no event shall the Sellers have any right of cause of action against the Purchaser as an entity in itself or the individuals making up the legal entity known as 119 Phillips, a Partnership.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 11 day of OCTOBER 1982.

James M. Albright
Wick C. Wace

Sellers:

William A. Gantt, Jr.
William A. Gantt, Jr.
Brenda R. Gantt
Brenda R. Gantt

James M. Albright
Wick C. Wace

Purchaser:

The Phillips Group, a Partnership
BY: DW 90

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