

rental of the premises and, in such event, the Seller shall be discharged in law and equity from any liability to deliver the aforementioned Warranty Deed, and shall have the right to enter upon and take possession of the premises, excluding the right of all persons who may be occupying the same, without suit or resort to any court, eviction, foreclosure or other legal or equitable remedy. Provided, however, that the rights of the Seller herein shall not be construed to exclude any other remedy, suit or action available to Seller in law or equity for the enforcement of this Bond for Title, or any amounts due thereon, in which event court costs and reasonable attorneys' fees shall be added to the balance of the purchase price due hereunder.

7. Time is of the essence of this agreement. The Buyer shall not assign, transfer or encumber any right that Buyer may have under this Bond for Title until such time as said Buyer has paid the full purchase price and all interest due hereunder and receives from the Seller the above mentioned deed. The words "Seller" and "Buyer" as used herein shall include the masculine and feminine gender, singular and plural, and shall include any person, partnership or corporation as the context may require. This agreement contains the entire agreement between the parties and shall inure to the benefit of and become binding upon the Buyer and the Seller, their heirs, assigns, successors, executors and administrators.

8. Refinancing. In the event that the equity of the Buyer in the above described property becomes sufficient to enable the Buyer to take a deed and legal title to the above described property and to place thereon a mortgage loan at then current interest rates by either Government insured or conventional financing, the Buyer shall upon the request of the Seller accept delivery of the above mentioned deed to the above described property, sign all such applications and execute all such papers as may be requested by Seller to finance by way of a mortgage loan the above described property, with all closing costs permitted by law to be paid by Seller.

IN WITNESS WHEREOF, the Buyer and Seller have caused this Bond for Title to be executed this 3<sup>rd</sup> day of May A.D., 1973 .

In the Presence of:

Brenda S. Long

David B. Wain  
As to Seller

Ernest D. Teems

Ernest D. Teems

SELLER

Brenda S. Long

Adrianna B. Hayes  
As to Buyer

Terry D. Ellledge

Dani J. Ellledge  
Pam T. Ellledge

BUYER