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and to continue in possession thereof so long as he is not in default in the performance of this contract.

10. DEFAULT. Payment of all moneys becoming due under this contract by the Buyer and the performance of all covenants and conditions of this contract to be kept and performed by the Buyer are conditions precedent to the performance by the Seller of the covenants and conditions of this contract to be kept and performed by the Seller. In the event the Buyer shall fail for a period of 10 days after they become due to pay any of the sums in this contract agreed to be paid by the Buyer, or should the Buyer fail to comply with any of the covenants or conditions of this contract on his part to be performed, then:

(a) The Seller shall be released from all obligations in law or equity to convey the property to the Buyer;

(b) The Buyer shall forfeit all rights to the property or to the possession thereof;

(c) The Seller shall have an immediate right to retake possession of the property; and

(d) Payments made by the Buyer pursuant to this contract shall be credited by the Seller to the reasonable rental value of the property during the period the Buyer had the use and occupancy of the property, and any excess of such payments over such reasonable rental value shall be refunded to the Buyer.

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