

the Property and eject Herbster and her obligation to sell the Property shall be terminated.

In the event that Woodruff Federal Savings and Loan Association gives notice of its intent to exercise its right under the Due on Sale Clause, Olmert shall be obligated to make a good faith effort to dissuade Woodruff Federal Savings and Loan Association from exercising such right. Olmert shall not be obligated to institute an action at law or in equity to attempt to prevent Woodruff Federal Savings and Loan Association from exercising its right under the Due on Sale Clause, and shall only be obligated to make a written request that Woodruff Federal Savings and Loan Association not exercise such right.

It is agreed that time is of the essence, and that if payments required by this instrument are not made when due, Olmert shall be discharged in law and in equity from all liability to deed the Property to Herbster, and may reenter said Property and eject Herbster, and retain all monies paid in accordance with this instrument as rent or liquidated damages. Acceptance of late payments shall not constitute a waiver of Olmert's rights under this instrument.

Herbster further agrees that if any part of the money due hereon shall not be paid when due, or if this instrument be placed in the hands of an attorney for collection, or if this debt or any part thereof be collected by an attorney or by legal proceedings of any kind, a reasonable attorney's fee beside all costs and expenses incident upon such collection, shall be added to the amount due upon this note and collectable as a part thereof.

Herbster shall obtain and keep in force while this

Ch
Ch
CO

0055

4325 RV-2