

istrators or assigns, in any of the conditions above stipulated to be by \_\_\_\_\_ performed, it shall and may be lawful for said first part \_\_\_\_\_ if \_\_\_\_\_ shall see fit, to declare this contract void, such declaration to be made by brief notice thereof, addressed to said second part \_\_\_\_\_ and delivered to \_\_\_\_\_ personally, or deposited in the post office at \_\_\_\_\_ and said first part \_\_\_\_\_ shall have the right to re-enter upon the said premises at any time after such default, and shall be at liberty to sell the same to any person or persons whomsoever, without being liable in law or equity to said second part \_\_\_\_\_ or any person ~~or persons whomsoever, without being liable~~ claiming under \_\_\_\_\_ for any damages in consequence of such sale, or to return any payments made on account of this contract, and any payments that shall have been made may be held by said first part \_\_\_\_\_ as stipulated damages for the nonperformance of this contract. And said first part \_\_\_\_\_ shall have a right to recover all damages sustained by reason of the holding over of said second part \_\_\_\_\_ without permission; and, in case this contract shall be so declared void, the part \_\_\_\_\_ of the second part shall thenceforth be deemed \_\_\_\_\_ mere tenant \_\_\_\_\_ at will under said first part \_\_\_\_\_ and shall be liable to be proceeded against under the provisions of the statutes regulating summary proceedings to recover possession of land, being Chapter 308 of the Compiled Laws of Michigan, 1897, and the Acts amending the same, without notice to quit \_\_\_\_\_

8. It is hereby expressly understood and declared that Time is and shall be deemed and taken as of the very essence of this contract; and that unless the same shall in all respects be complied with by said second part \_\_\_\_\_ at the respective times and in the manner above limited and specified, that said second part \_\_\_\_\_ shall lose and be debarred from all rights, remedies or actions, either in law or equity, upon or under this contract.

9. And it is further agreed, that this is a duplicate contract, and that no assignment, sale, pledge or transfer of this contract shall be of any validity or force whatever, or in any manner binding upon said first parties unless such assignment, sale, pledge or transfer be made on the copy hereof in the hands of said first parties and said first parties first consent in writing upon the copy hereof in the hands of said second part \_\_\_\_\_ to such assignment, sale, pledge or transfer.

In witness whereof, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered  
in presence of:  
Clara Meyer  
Stanley Meyer

Alice Virginia McAlister (L. S.)  
Thurston Floyd McAlister (L. S.)

State of Michigan  
City of Detroit

Personally appeared before me Stanley Meyer who, upon oath, says: That he saw Alice Virginia McAlister and Thurston Floyd McAlister sign the foregoing contract, and that he with Clara Meyer witnessed the execution thereof.

Sworn to and subscribed before me this 12 day of July, A. D. 1943.

Clara Meyer (SEAL)  
Notary Public for State of Michigan.

Stanley T. Meyer.



S. C. Stamps 44¢

Recorded December 8th, 1943 at 9:45 A. M. #12043 BY:E.G.

582