

Should the Purchaser become in default on payments under this loan to the extent of thirty (30) days, then the Seller at his option may declare the entire balance due and payable and shall further have the right to retain as liquidated damages (which shall be construed as including rent) all amounts theretofore paid on this Contract.

8. It is further agreed that time is of the essence of this Contract and that if payments become thirty (30) days in arrears Seller may at his option declare this Contract terminated and shall be discharged in law and equity from any liability to make a deed to Purchaser and shall further be entitled to liquidated damages as above provided.

9. It is further agreed that if it becomes necessary to place this Contract in the hands of an attorney for collection, or if the debt represented hereby or any part thereof be collected by an attorney or by legal proceedings of any kind, a reasonable attorney's fee of not less than 10% besides all costs and expenses incident to collection shall be added to the amount due hereon and be collectible as a part thereof.

10. It is understood and agreed that Purchaser shall maintain the dwelling in reasonable condition and shall make no changes in the premises which shall substantially depreciate the value thereof, and failure to comply with this condition shall permit the Seller to terminate the Contract as provided for non-payment above.

IN WITNESS whereof the parties have hereunto set their Hands and Seals, and to the faithful performance hereof do bind themselves, their heirs, assigns, executors and assigns, this 19th day of June, 1959.

In the presence of:

Rebecca P. Daniel
J. Mann

Joseph G. Mann
Seller

Alice C. Mann
Wife of Seller

James W. Williams Jr
Purchaser

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