

6) Assignment. The Buyer shall not assign this Bond for Title without first obtaining the written consent of the Seller.

7) Mortgage. It being understood that the abovementioned property is encumbered by the lien of a first mortgage executed by Edward L. Groff in favor of C. Douglas Wilson & Co., hereinabove more specifically described, the Seller covenants and agrees to make all payments upon such first mortgage when due at all times during the term of this Bond for Title. In the event the Buyer elects to pay the balance in full hereof by way of cash, the Seller covenants and agrees to pay such mortgage indebtedness in full before the date of delivery of the deed hereinabove set forth.

8) Dower. Mrs. Ann Taber, the wife of the Seller, in joining in the signature of her husband herein, does for valuable consideration receive, covenant and agree at the time of the delivery of the aforementioned deed by the Seller to the Buyer to renounce, release and forever relinquish unto the Buyer on said deed all her interest and estate and also all her right and claim of dower in and to the property hereinabove described.

9) Oral Agreements. All oral statements, representations, warranties and other agreements made with respect to the aforementioned premises shall be deemed merged into this Bond for Title, which shall embody the entire agreement of the parties hereto.

10) Prepayment Privilege. The Seller covenants and agrees that the Buyer shall have the privilege of prepayment of the whole or any part of the principal and interest due upon the purchase price hereinabove set forth.

11) Default. The Buyer covenants and agrees that in the event any of the above set forth sums shall not be paid when due (including interest, principal, taxes, insurance and the cost of repairs), or in the event the Buyer fails and neglects to carry out any of the terms, conditions and obligations set forth in this Bond for Title, the Seller may by written notice duly transmitted by regular United States Mail addressed to the last known place of residence of the Buyer, declare this Bond for Title forfeited and terminated, in which event all sums paid hereunder by the Buyer shall be deemed to have been paid to the Seller as rental for the premises, and, in the event of such termination and forfeiture, the Seller shall be discharged in law and in equity from any liability whatsoever to deliver the aforementioned warranty deed, and shall have the right to enter upon and take possession of the premises, excluding the rights of all persons who may be occupying the same without the necessity of eviction, foreclosure or resort to any Court for any 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 the Seller in law or in equity for the enforcement of this Bond for Title, or for any amounts due hereunder, or for damages, in which event, court costs and reasonable attorneys fees shall be added to the balance of the purchase price due hereunder.

12) Note. The obligations imposed by this Bond for Title is further evidenced by the note executed by the Buyer in favor of the Seller of even date herewith, said note being duly co-signed by the wife of the Buyer.

13) Benefits. The Seller and Buyer further covenant and agree that the terms, obligations and covenants contained in this Bond for Title shall inure to the benefit of, and become binding upon, the respective parties hereto, their heirs, assigns, executors and administrators.