

WALTER BRASHIER

are not then in default under the terms of any obligation or warranty on the part of Sellers set forth herein. In the event Purchaser declines or refrains from making the aforesaid cash payment or delivering the aforesaid notes and mortgage by reason of one or more alleged defaults on the part of Sellers hereunder, or by reason of any events causing or constituting encumbrances to the title to said properties not previously approved by Purchaser, Purchaser shall proceed promptly to bring an appropriate legal action for enforcement of the terms of this Bond for Title or any other applicable agreement between the parties, or shall bring an action to resolve any dispute between the parties hereto as to such alleged default or alleged encumbrance. Until such action has been finally resolved by an appropriate court of law or by settlement between the parties, Purchaser shall be allowed to remain in possession, and the unpaid cash installment shall bear interest at the rate of eight (8%) percent per annum if it is subsequently determined by judicial decree or otherwise that Sellers were not in default or that there was no encumbrance.

6. All rights, duties and obligations set forth herein shall inure to the benefit of and shall be binding upon the respective heirs, administrators, executors, successors and assigns of all parties hereto. None of the parties hereto shall voluntarily sell, transfer, nor encumber their interests in the subject properties or in this Bond For Title without the expressed written consent of all other parties hereto, which consent shall not unreasonably withheld.

7. All representations and warranties made by Sellers in that certain Contract for the Purchase of Real Estate between Sellers and U. S. Shelter Corporation are incorporated herein by this reference and made a part hereof, as though set forth in full herein. It is a condition of the obligation of Purchaser hereunder that all such representations and warranties shall continue to be true, accurate, and in full force and effect on and as of January 2, 1979, or such later conveyance date as may be agreed upon by the parties hereto.

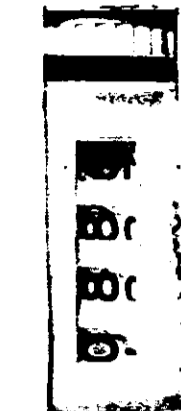
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESSES AS TO SELLERS:

[Handwritten signatures of witnesses]

SELLERS:

[Handwritten signature of T. Walter Brashier]
T. Walter Brashier



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