

4127-010

tions set forth in this Bond for Title, the Seller shall give written notice duly transmitted by regular United States Mail addressed to the last known mailing address of the Buyers notifying the Buyers of such default, and if the Buyers fail to remedy such default within twenty (20) days after receipt of written notice, the Seller may declare this Bond for Title terminated, null and void, and all sums paid hereunder by the Buyer shall be deemed forfeited with the right of the Seller to retain the same in satisfaction of rental of the premises and, in such event, the Seller shall be discharged in law and equity from any liability to deliver the aforementioned Warranty Deed, and shall have the right to enter upon and take possession of the premises, excluding the right of all persons who may be occupying the same, without suit or resort of any court, eviction, foreclosure or other legal or equitable remedy. In the event this contract is placed in the hands of an attorney for collection, the Buyer agrees to pay a reasonable attorney's fee together with all costs of collection.

6. Time and Definition of Words. Time is of the essence of this agreement. The words "Seller" and "Buyer" as used herein shall include the masculine and feminine gender, singular and plural, and shall include any person, partnership or corporation as the context may require.

7. Entire Agreement. This agreement contains the entire agreement between the parties and shall insure to the benefit of and become binding upon the Buyers and the Seller, their heirs, assigns, successors, executors and administrators.

8. Risk of Loss. Destruction of, or damage to, any building or other improvement now or hereafter placed on the property, or of any personal property, if any, described in this contract, whether from fire or any other cause, shall not release the Buyers from any of their obligations under this contract, it being expressly understood that the Buyer bears all risk of loss to, or damage of, the property.

0312

4328 RV-2