- 4. It is understood and agreed between the Seller and the Purchasers that the Seller has a mortgage loan against the subject property having a balance of \$31,613.64 with Poinsett Federal Savings and Loan Association. Seller agrees to keep this mortgage loan current at all times during the term of this contract and the Purchasers are entitled to cure any default from payments due the Seller by Purchasers. In the event the rate on said mortgage loan is increased as a result of Seller entering into this Bond for Title, the interest rate on the balance due under the Agreement shall increase to the same rate charged on said mortgage loan, and in the event the balance on said mortgage loan is called by Poinset Federal Savings and Loan Association, the balance due under this contract shall also become due and payable
- 5. In consideration of the covenants and agreements on the part of the Seller, the Purchasers agree to purchase said property and to pay the purchase price, taxes, interest and insurance and applicable assessments in the manner stipulated above.
- 6. Time is of the essence of this Agreement, and upon failure of the Purchasers to make any payments under this Agreement when due, the Seller may immediately declare this contract terminated, retain all sums as liquidated damages and/or rent, and be entitled to immediate possession of the premises through Magistrate's Court proceedings as in the case of a defaulting tenant at will without prejudice to the other rights of the Seller. In the event this contract is placed in the hands of an attorney for collection, the Purchasers agree to pay a reasonable attorney's fee, together with all costs of collection.
- 7. Purchasers understand that this Agreement is being recorded.

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

In the presente of:

Siller (LS)

(LS)

Purchasers (LS)

(Alexander San Lander

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