

with reasonable attorneys' fees and court cost. Seller shall have the further right to institute foreclosure proceedings of the Bond for Title in the same manner and form of a mortgage foreclosure proceedings. Failure to exercise this option shall not constitute a waiver of the right to exercise it in event of any subsequent default.

7. Notice of forfeiture or any other notice hereunder may be given by mailing such notice, by first-class mail, addressed to Buyer at the address given below his signature or such other address in the United States as he may later designate by a written notice to Seller. Notices to Seller may be similarly given to it at its stated or any future substituted address.

8. This contract and the covenants and agreements hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

9. The invalidity or unenforceability of any paragraph hereunder of any portion thereof shall not affect the validity and enforceability of any other provision of this contract.

10. At the time this transaction is closed out and deed given to Buyer by Seller, it is agreed that Seller shall pay the cost of the preparation of said deed, together with documentary stamp tax due thereon. Buyer shall pay the cost of recording said deed, together with title examination fees and/or title insurance, plus other loan closing costs as may be required by Buyer's lender. Seller shall not be required to pay any points or discount.

11. Any forbearance by Seller in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. All remedies provided hereunder are distinct and accumulative to any other right or remedy under this agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals this 7<sup>th</sup> day of December, 1981.

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