belonging or in anywise incident or appertaining thereto. Sellers will not take any action, nor fail to perform any obligation, which would increase the principal balance under any of said mortgages prior to conveyance of the properties to Purchaser.

- 2. Simultaneously with the execution and delivery of this Bond For Title, Sellers shall execute the instruments of conveyance hereinabove described and deliver same to their attorney, Ray B. Lathan, Esquire, to be held by him in escrow and delivered to Purchaser at the time and on the conditions hereinabove set forth.
- 3. Simultaneously with the delivery of said deeds and payment of the aforesaid cash payment, Purchaser shall comply with the balance of its obligation under this Bond by delivering to Sellers purchase money notes and a purchase money mortgage securing said notes, the total of the principal balance of such notes to be the sum of Eight Million Eighty One Thousand Forty Seven and 39/100 (\$8,481,047.39) Dollars. Said notes and mortgages shall be executed by authorized officers or general partners of Purchaser, said mortgage to be in recordable form, and delivered to Larry D. Estridge, attorney for the Purchaser, to be held by him in escrow for delivery to Sellers at the time and on the conditions hereinabove described.
- 4. In the meantime and until such deeds of conveyance shall be delivered to Purchaser, and so long as Purchaser shall not be in default under the other conditions set forth herein, Sellers shall and do permit and suffer the said Purchaser peaceably and quietly to possess all of said properties and to hold and enjoy the same, and to receive and retain the benefits of possession thereof, including the right to receive any and all rentals and other forms of income paid or payable by lessees, tenants, or any other parties with respect to such properties.
- 5. In the event Purchaser shall fail to make the cash payment or to execute or deliver the notes or purchase money mortgage hereinabove described, and shall fail to cure such default within thirty (30) days after demand for same by Sellers, then and in such event the Sellers shall have the right to reenter the premises, and take full possession and control, and in such event Purchaser shall surrender complete possession of the premises and all improvements thereon, and all rights related thereto, to the Sellers; provided Sellers

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