XXX the Seller may declare this Contract 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 equitable remedy.

8. In the event either party must retain an attorney to enforce the terms of this Contract, the losing party in any such action shall be responsible for paying a reasonable attorney's fee and all costs and expenses incurred by the prevailing party in any such action.

9. Encumbrances and Conveyance. Seller hereby agrees and covenants that so long as this Contract is in effect, he shall not make or cause to be made any mortgage, deed of trust, conveyance of other instrument or agreement having the effect of a lien or encumbrance upon or conveyance of any interest in the subject real property.

10. Time and Definition of Words. Time is of the essence of this agreement. The words "Seller" and "Purchasers" 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.

11. Waiver of Breach. A waiver by the Seller of any breach of any of the provisions of this agreement required to be performed by the Purchasers shall not bar the rights of the Seller to avail himself of any subsequent breach of any such provisions.

12. Entire Agreement. This agreements contains the entire agreement between the parties and shall inure to the benefit of and become binding upon the Purchasers and the Seller, their heirs, assigns, next of kin, executors and administrators.