

due hereunder, and any amounts hereinafter financed by the SELLERS for the account of the PURCHASERS shall have been paid in full. Any unpaid balance may be paid at any time without penalty. All payments under this agreement shall be paid to said partnership at the partnership address which is \_\_\_\_\_

5. SELLERS AND PURCHASERS further agree that time of payment shall be of the essence of this Agreement; and that this Agreement, including all instruments referred to herein, constitutes the only Agreement between them; and, that no representations, oral or written, have been made by SELLERS, its agents or representatives, which are not set forth in this Agreement; and, that this Agreement is subject to written acceptance by SELLERS.

6. When PURCHASERS have paid all amounts due hereunder, and any amounts hereafter advanced by SELLERS for the account of PURCHASERS, SELLERS shall convey the Lot to PURCHASERS by good and sufficient Warranty Deed, subject to all easements, covenants, conditions and restrictions of record, real estate taxes for all periods following the date of execution hereof, governmental laws and regulations, and liens created or suffered by PURCHASERS.

7. If PURCHASERS fail to make the payments herein provided or fail to perform any other covenant to be performed by PURCHASERS, and such default shall continue for a period of sixty (60) days, SELLERS may, in addition to any other rights in law or equity:

(a) Without notice or demand declare this Agreement to be terminated, in which case all payments made by PURCHASERS hereunder shall be retained as rent, and PURCHASERS shall immediately surrender possession of the PROPERTY in as good condition as it is in now; and in the event PURCHASERS shall fail to do so, SELLERS shall have the right to enter upon the PROPERTY without notice and remove all persons and their property therefrom, or

(b) Declare the entire unpaid balance of the Deferred Payment Price to be immediately due and payable and proceed forthwith to collect the same in the manner provided by law.

8. PURCHASERS will pay to SELLERS all costs and expenses, including reasonable attorney's fees, incurred by SELLERS in enforcing any provision hereof.

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