

default under the other conditions stated herein, the Owners shall and do permit and suffer the said Bedenbaugh peaceably and quietly to hold and enjoy the said tract of land, to grade and landscape said land, and to construct and remove improvements thereon.

3. In the event Bedenbaugh shall fail to make any of the aforesaid payments when due, or shall otherwise default on or fail to satisfy one of the conditions hereof, and if Bedenbaugh shall fail to make such payment or cure such default after thirty (30) days written notice has been received by Bedenbaugh, then and in such event the Owners shall have the right to reenter the premises, and take full possession and control, and in such event Bedenbaugh shall surrender complete possession of the premises and all improvements thereon to the Owner. In such event, any and all previous payments made to the Owner with respect to the property, including previous installments made under this Bond for Title, shall remain the property of and shall be forfeited to the Owners as rental for use of the premises prior to such retaking of possession. In the event of such default, the Owners shall have the option of allowing Bedenbaugh to remain in possession of the premises and to accept such installment at a later date, provided that the amount of any such installment not paid when due shall bear interest until paid at the rate of eight (8) percent per annum.

4. In the event Bedenbaugh requests the Owner to confirm that all payments required to be made hereunder are current, at any time prior to the final discharge of this Bond, and provided Bedenbaugh prepares a written statement for Owner's signature setting forth such confirmation, Owner will sign such document and redeliver it to Bedenbaugh. Failure to do so within fifteen (15) days after such a document has been tendered to the Owner shall constitute consent to and confirmation of the content of such document by the Owner.

5. Bedenbaugh shall have the right and option of prepaying all or any portion of the remaining balance due on the obligation set forth herein at any time and from time to time without penalty. Bedenbaugh shall be deemed to have made payment required herein or allowed herein when she, or anyone acting on her behalf, shall have mailed a check for the appropriate amount to Owner at any address provided to Bedenbaugh by the Owner for such purposes (provided the account against which such check was written had sufficient funds in it at the time the check was written, and for a reasonable time thereafter, to cover the amount of the check).

6. All rights, duties and obligations set forth herein shall inure to the benefits of and shall be binding

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