

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 the right to enter upon and take possession of the premises, excluding the right to all persons who may be occupying the same, without suit or resort of any court, eviction, foreclosure or other legal or equitable remedy.

6. Time and Definition of Words. Time is of the essence of this agreement. The words "Seller" and "Buyer" as used herein shall include the masculine and the feminine gender, singular and plural, and shall include any person, partnership or corporation as the context may require.

7. Entire Agreement. This agreement contains the entire agreement between the parties and shall inure to the benefit of and become binding upon the Buyer and the Seller, their heirs, assigns, successor, executor and administrators.

8. Risk of Loss. Destruction of, or damage to, the property whether from fire or any other cause, shall not release the Buyer from any of his obligations under this contract; it being expressly understood that the Buyer bears all risk of loss to, or damage of, the property. However, if loss results from failure of Seller to make payment out of tax funds paid to Seller, loss shall be borne by Seller to the extent of the principal due hereunder.

9. Mechanics Liens. The Buyer shall indemnify and hold the Seller and the property of the Seller, including the Seller's interest in the property, free and harmless from liability for any and all mechanics' liens or other expenses or damages resulting from any buildings, repairs, or other work placed on the property by the Buyer.

IN WITNESS WHEREOF, Buyer and Seller have caused this Bond for Title to be executed this 20 day of August, 1981.

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