

BOOK 1160-998

or shall make application for the appointment of a receiver; or,

(d) any execution or attachment shall be issued against the Buyer or any of Buyer's property, whereby the properties or any building or improvements of Buyer thereon shall be taken or attempted to be taken by someone other than the Buyer, except as may herein be permitted; and,

such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged, or bonded within sixty (60) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of Paragraph 4(e) hereof shall become effective and Seller shall have the rights and remedies provided for therein. Notwithstanding anything to the contrary hereinabove contained, upon the occurrence of a default pursuant to subdivisions (a), (b) or (c) of this Paragraph 16, if the amounts due and payable hereunder shall continue to be paid and the other covenants, conditions, and agreements of this Agreement on Buyer's part to be kept and performed shall continue to be kept and performed within the time and in the manner as in this Agreement otherwise required, no event of default shall have been deemed to have occurred and the provisions of Paragraph 4(e) hereof shall not become effective. Nothing contained in this Paragraph 16 shall limit any rights the Seller may have under Paragraph 4.