

Sellers shall give written notice duly transmitted by regular United States Mail addressed to the last known mailing address of the Purchasers notifying the Purchasers of such default, and if the Purchasers fail to remedy such default within thirty (30) days after receipt of such written notice, the Sellers may declare this Agreement terminated, null and void, and, in such event, the Sellers 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 resort to any court, eviction, foreclosure, or other legal or equitable remedy. Provided, however, that the rights of the Sellers herein shall not be construed to exclude any other remedy, suit or action available to Seller in law or equity for the enforcement of this Agreement, or the amount due thereon, in which event court costs and reasonable attorney's fees shall be added to the balance of the purchase price hereunder.

5. Sellers agree not to encumber said property in the future and any attempt to do so shall be void.

6. Upon execution of this document and thereafter, as long as the covenants and conditions of this Agreement continue to be performed by the Purchasers, the Purchasers shall have the right to peaceably occupy and possess the above described real property without interruption from the Sellers or anyone lawfully claiming through Sellers.

7. The Purchasers covenant that they will keep the premises and all improvements now existing or hereafter erected thereon in a good state of maintenance and repair, reasonable wear and tear excepted.

8. Time is of the essence of this Agreement. The words "Sellers" 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.

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