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take possession of the premises, excluding the right of all persons who may be occupying the same, without suit or resort of any court, eviction, foreclosure or other legal or equitable remedy. Provided, however, that the rights of the Seller 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 Bond for Title in which event Buyer shall be responsible for all expenses and attorney's fees incurred by Seller in enforcing the terms of this Bond for Title.

7. NONEXCLUSIVE USE OF WELL AND EASEMENT. Buyers hereby agree and acknowledge that they shall have the non-exclusive use of the well located on the subject property and that said well is for the mutual benefit of the subject property and lots 7 and 9 (Green Acres Subdivision) which are located on each side of the subject property.

Furthermore, Buyers acknowledge and agree that the respective owners of the aforesaid lots 7 and 9 shall have the perpetual right and easement to extend water lines across the subject property of Buyers. The respective owners of the aforesaid lots 7 and 9 shall have the perpetual right of ingress and egress in, over and upon the subject property of Buyers for the purpose of construction, operation and maintenance of the subject well and water lines.

Buyers and Sellers agree that the respective owners of the aforesaid lots 7, 8 and 9 shall share equally the electrical expense incurred in the use of the well and the cost in the maintenance, repair and replacement of any equipment necessary for the operation of the well.