

6. Defaults. The Buyer covenants that in the event of any of the sums set forth above shall not be paid when due (including interest, principal, taxes and insurance), or in the event the Buyer fails and neglects to carry out any of the terms, conditions and obligations set forth in this Bond for Title, the Seller shall give written notice duly transmitted by Regular United States Mail addressed to the last known mailing address of the Buyer notifying the Buyer of such default, and if the Buyer fails to remedy such default within thirty (30) days after receipt of such written notice, the Seller may declare this Bond for Title terminated, null and void, and all sums paid 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 at the rate of \$50.00 per month, and, in such event, the Seller 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 rights 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 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, or any amounts due thereon, in which event court costs and reasonable attorney's fees shall be added to the balance of the purchase price due hereunder.

7. Benefits. Seller and Buyer covenant that the terms, obligations and agreements contained in this Bond for Title shall inure to the benefit of, and become binding upon the respective parties hereto, their heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the Buyer and the Seller have hereunto set their hands and seals this 16th day of May A. D., 1963.

In the Presence of:

<u><i>Dale Simonson</i></u>	<u><i>A. A. Meng</i></u> (LS) A. A. Meng "Seller"
<u><i>Bobby Reid</i></u>	<u><i>Forest A. Dean</i></u> (LS) Forest A. Dean "Buyer"