

exercise such option shall not constitute a waiver of Seller's right to exercise said option upon any subsequent breach. In the event of default in the payments under this agreement, and if it is placed in the hands of an attorney for collection, or through legal proceedings of any kind, the Purchaser agrees to pay all costs of collection, including an attorney's fee of fifteen (15%) per cent. It is further agreed that time is of the essence in this contract and if the said payments are not made when due and should be in default as provided above, then the Seller shall be discharged in law and equity from all liability to make said deed and may treat the Purchaser as a tenant holding over after termination, or contrary to the terms of this agreement, and Seller shall be entitled to claim and recover, or retain if already paid, all sums paid to her, the same to be held as rent and liquidated damages.

V

Purchaser shall pay all property taxes while this contract is in force.

VI

This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF, the parties hereof have hereunto set their hands and seals the day and year first above written.

WITNESS:

Emmie D. Shelton

Henry R. Stippen

Birdie Robinson (LS)
Birdie Robinson, Seller

Bertha Johnson (LS)
Bertha Johnson, Purchaser

(Continued on next page)