

Buyer, then and in such case this agreement shall, at the option of the Seller, become null and void and Buyer shall forfeit all moneys then paid as liquidated damages, representing the full rental value of the property during the time the same shall have been occupied by Buyer. Seller shall be entitled to immediately enter the possession of the property and shall resume the operation of same, being entitled to all rents accrued at that time or to accrue in the future thereafter.

By properly executed and acknowledged affidavit of default duly entered and recorded by Seller, this agreement shall be rendered null and void as far as any purchasers of the mobile park property, or any improvements thereon, and Seller shall be free to sell, grant and convey the same to any person, free and clear of any rights of Buyer. Written notice to Buyer shall be given of such default at the time of entry into possession by Seller.

#### 12. Acceptance of Payments

Acceptance by Seller of any monthly payment after the same shall become past due and in default, or any failure to enforce any of the rights herein reserved to Seller, or any penalties, forfeitures, damages or conditions herein contained, shall not in any manner be considered a waiver of the right to enforce the same at any time, and any attempt to collect the amount due by one proceeding shall not be considered a waiver of the right to institute any other proceedings herein provided.

#### 13. Modification of Agreement

No modification of this agreement shall be binding upon Seller unless the same shall be in writing and approved by Seller.