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contract of sale. It is expressly agreed that upon the event of any default or failure on the part of the Purchaser to comply with the terms and conditions of this contract, that one-half of said deposit is to be paid to said broker not to exceed the commission due and the remaining portion of said escrow shall, at the option of the Seller, be paid to the Seller as liquidated damages, less any loan application costs incurred with the lending agency. In the event of a cooperative sale fifty percent of the binder shall be retained by the selling broker to be equally divided between the listing and selling brokers. Upon default by the Seller, if the Purchaser elects to rescind this agreement, he shall be repaid all sums paid hereunder and in addition, shall be reimbursed by the Seller for his reasonable expenses of title examination. He may also demand specific performance.

Default

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Deposit
Check

Broker does not guarantee payment of check or checks accepted as earnest money.

The Seller herein agrees to pay all real estate fees or commissions.

Time is of the essence of this contract. This written contract embodies the entire agreement between the parties and shall not be changed except in writing by the parties. Witness the parties hereby by their hands and seals the day and year first above written.

In the presence of:

Joseph H. Fair
Carol West

T. H. SUITT (SEAL)
T. H. SUITT, Purchaser

Thomas B. Hugobrin
Thomas B. Hugobrin

Thomas B. Hugobrin (SEAL)
THOMAS B. HUGUBRIN, Seller

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