

is then in default under the terms of any obligation or warranty on the part of Seller set forth herein. In the event Purchaser declines or refrains from making the aforesaid payment by reason of one or more alleged defaults on the part of Seller hereunder, or by reason of any events causing or constituting encumbrances to the title to said property not previously approved by Purchaser, Purchaser shall proceed promptly to bring an appropriate legal action for enforcement of the terms of this Bond for Title or any other applicable agreement between the parties, or shall bring an action to resolve any dispute between the parties hereto as to such alleged default or allege encumbrance. Until such action has been finally resolved by an appropriate court of law or by settlement between the parties, Purchaser shall be allowed to remain in possession, and any unpaid installment shall bear interest at the rate of 10-3/4% per annum if it is subsequently determined by judicial decree or otherwise that Seller was not in default or that there was no encumbrance.

8. All rights, duties and obligations set forth herein shall inure to the benefit of and shall be binding upon the respective heirs, administrators, executors, successors and assigns of the parties hereto. Neither party hereto shall voluntarily sell, transfer, nor encumber their interest in the subject property or in this Bond for Title without the expressed written consent of either party hereto, which consent shall not unreasonably be withheld.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 26<sup>th</sup> day of June, 1980.

WITNESSES:

[Signature]  
Sara A. Barfield

Anne C. Hassold  
Anne C. Hassold

SELLER

WITNESSES:

[Signature]  
Sara A. Barfield

Ralph H. Walker Jr.  
Ralph H. Walker Jr.

PURCHASER

RECORDED

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