

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 and, in such event, the Seller shall be discharged in law and equity from any liability to deliver the aforementioned Warranty Deed, except as hereinafter provided. In the event of default and Buyer's failure to remedy such default within the time specified, either party shall have the right to petition any court of competent jurisdiction to have the rights of the parties judicially determined. During any judicial proceeding concerning this Bond for Title, the Buyer shall have the right of occupancy until such time as a final judicial determination has been reached.

Should any legal proceeding be instituted in connection with the foreclosing or terminating of Buyer's interest under this Bond for Title, or should the debt secured hereby or any part thereof be placed in the hands of an attorney-at-law for collection by suit or otherwise, all costs and expenses incurred by the Seller, and a reasonable attorney's fee shall be paid in addition to all other amounts due under the terms of the Bond for Title.

Due to the fact that the Buyer is constructing a building on the premises described in this Bond for Title, any decree foreclosing or terminating the Buyer's rights under the terms of this agreement, shall include a provision whereby the matter will be left upon for thirty (30) days after the date of service of the decree on all parties, for the purpose of taking bids on the premises and improvements thereon, and the property will be sold to the highest bidder within that period of time. The successful bidder will deposit five (5%) per cent of the bid as a down payment and will the balance of the bid within twenty (20) days thereafter. The proceeds of the sale will first be applied to any

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